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इस भाग में भिन्न पृष्ठ संख्या दी जाती है जिससे कि यह अलग संकलन के रूप में रखा जा सके
Separate paging is given to this Part in order that it may be filed as a separate compilation

भाग II—खण्ड 3—उप-खण्ड (ii) PART II—Section 3—Sub-section (ii)

(रक्षा मंत्रालय को छोड़कर) भारत सरकार के मंत्रालयों और (संघ राज्यक्षेत्र प्रशासनों को छोड़कर)
केन्द्रीय प्राधिकारियों द्वारा जारी किए गए सांविधिक आदेश और अधिसूचनाएं

Statutory Orders and Notifications issued by the Ministries of the Government of India
(other than the Ministry of Defence) by Central Authorities (other than the
Administrations of Union Territories)

गृह मंत्रालय
(कानूनी और प्रशासनिक सुधार विभाग)

नई दिल्ली, 8 अगस्त, 1980

का० शा० 2097—राष्ट्रपति, सविधान के अनुच्छेद 309 के परन्तुक और अनुच्छेद 148 के खण्ड 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, भारतीय लेखा परीक्षा और लेखा विभाग में सेवा कर रहे व्यक्तियों के संबंध में नियंत्रक महालेखा परीक्षक से परामर्श करने के पश्चात्, केन्द्रीय सिविल सेवा (पेंशन) नियम 1972 का और संशोधन करने के लिए निम्नलिखित नियम बनाते हैं, अर्थात्—

1 (1) इन नियमों का सश्रिप्त नाम केन्द्रीय सिविल सेवा (पेंशन) (संशोधन) नियम, 1980 है।

(2) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2 केन्द्रीय सिविल सेवा (पेंशन) नियम, 1972 के (जिसे इसमें इसके पश्चात् उक्त नियम कहा गया है) नियम 8 के उपनियम 1 के खण्ड (ख) में निम्नलिखित परन्तुक जोड़ा जाएगा, अर्थात्—

“परन्तु जहां पेंशन का कोई भाग रोक लिया जाता है या निकाल लिया जाता है वहां ऐसी पेंशन की रकम प्रतिमास साठ रुपये की रकम से कम नहीं की जाएगी।”

3. उक्त नियमों के नियम 9 के उपनियम (1) के द्वितीय परन्तुक में “नियम 49 के उपनियम (5) में विनिर्दिष्ट सीमा से नीचे बची

जाए” शब्द, अंक और कोष्ठकों के स्थान पर “प्रति मास साठ रुपये से कम हो जाए” शब्द रखे जाएंगे।

4. उक्त नियमों के नियम 37 में, अन्तिम परन्तुक का लोप किया जाएगा।

5. उक्त नियमों के नियम 40 के उपनियम (3) में “नियम 49 के उपनियम (5) में विनिर्दिष्ट परिसीमा” शब्दों, अंकों और कोष्ठकों के स्थान पर “प्रतिमास साठ रुपये की रकम” शब्द रखे जाएंगे।

6. उक्त नियमों के नियम 41 के उपनियम (2) में “नियम 49 के उपनियम (5) में विनिर्दिष्ट परिसीमा” शब्दों, अंकों और कोष्ठकों के स्थान पर “प्रतिमास साठ रुपये की रकम” शब्द रखे जाएंगे।

7. उक्त नियमों के नियम 49 में,—

(1) उपनियम (2) और उसके अधीन सारणी के स्थान पर निम्न-लिखित उपनियम रखा जाएगा, अर्थात्—

“2(क) तैसीम वर्ष से अन्यून की ग्रहक सेवा पूरी कर चुकने के पश्चात् इन नियमों के उपबन्धों के अनुसार सेवा निवृत्त होने वाले सरकारी सेवक की दशा में पेंशन का अवधारण निम्नानुसार होगा, अर्थात्—

औसत उपलब्धियां	मासिक पेंशन की रकम
(1)	(2)

(1) प्रथम 1000 रु० तक औसत उपलब्धियों का 50 प्रतिशत

(2) अगले 500 रु० औसत उपलब्धियों का 45 प्रतिशत

(1)

(2)

- (3) प्रतिशेष श्रौत उपलब्धियों का 40 प्रतिशत किन्तु यह रकम अधिकतम प्रतिमास 1500 रु० तक होगी जिसमें मुख्य सूचकांक 328 तक संशोधन पर अनुवीक्ष्य भी सम्मिलित है।

(ख) "वस वर्ष की ग्रहक सेवा पूरी करने के पश्चात् किन्तु सैनीय वर्ष की ग्रहक सेवा पूरी करने के पूर्व इन नियमों के उपबन्धों के अधीन सेवानिवृत्त होने वाले किसी सरकारी सेवक की दशा में पेंशन की रकम खण्ड (क) के अधीन अनुशेष पेंशन की रकम के अनुपात में होगी और किसी भी दशा में पेंशन की यह रकम प्रतिमास माट रूप से कम नहीं होगी—

(ग) खण्ड (क) और खण्ड (ख) में किसी बात के होते हुए भी, अन्ततः पेंशन की रकम नियम 54 के उपनियम (2) के अधीन अनुशेष कुटुम्ब पेंशन की रकम से कम नहीं होगी।"

(2) उपनियम (3) और उपनियम (4) के स्थान पर निम्नलिखित उपनियम रखे जायेंगे, अर्थात्:—

"(3) ग्रहक सेवा-काल की गणना करने में वर्ष के ऐसे भाग को, जो छह मास के बराबर या उससे अधिक का हो, संपूर्ण वर्ष माना जाएगा और ग्रहक सेवा के रूप में उसकी गणना की जाएगी।

(4) उपनियम (2) के खण्ड (क) या खण्ड (ख) के अधीन अंतिम रूप से अवधारित पेंशन की रकम पूरे रूप में अधि-व्यक्त की जाएगी और जहाँ पेंशन एक रूप का कोई भाग होगी वहाँ उसे पूरा करके अग्रणी रूप तक कर दिया जाएगा।

(4) उपनियम (5) और उपनियम (6) का लोप किया जाएगा।

8. उक्त नियमों के नियम 54 के उपनियम (14) के खण्ड (ग) के स्थान पर निम्नलिखित खण्ड रखा जाएगा, अर्थात्:—

(ग) "वेतन" से अभिप्रेत है—

(1) नियम 33 में यथाविनिर्दिष्ट उपलब्धियों, या

(2) नियम 34 में यथाविनिर्दिष्ट उपलब्धियाँ, यदि मृतक सरकारी सेवक की उपलब्धियाँ गत वस मास के दौरान शास्ति से भिन्न रूप में घटा दी गई है।

परन्तु महंगाई भत्ते के उस अंश की जिसे वित्त मंत्रालय के व्यय विभाग के कार्यालय आपन सं० एफ० 19(4)-ई०-बी०/79, तारीख 25 मई, 1979 के अधीन महंगाई वेतन के रूप में माना गया है, इस नियम प्रयोजनार्थ वेतन के रूप में नहीं माना जाएगा।"

[सं० फा० 38(4)-वै०(ए)/80]

ओ० पी० भाकड़ी, उप सचिव

MINISTRY OF HOME AFFAIRS

(Department of Personnel and Administrative Reforms)

New Delhi, the 8th August, 1980

S.O. 2097.—In exercise of the powers conferred by the proviso to article 309 of clause (5) of article 148 of the Constitution, the President, after consultation with the Comptroller and Auditor General in relation to persons serving in the Indian Audit and Accounts Department, hereby makes the following rules further to amend the Central Civil Services (Pension) Rules, 1972, namely:—

1. (1) These rules may be called the Central Civil Services (Pension) (Fourth Amendment) Rules, 1980.

(2) They shall come into force on the date of their publication in the Official Gazette.

2. In the Central Civil Services (Pension) Rules, 1972 (hereinafter referred to as the said rules), to clause (b) of sub-rule (1) of rule 8, the following proviso shall be added, namely:—

"Provided that where a part of pension is withheld or withdrawn, the amount of such pension shall not be reduced below the amount of rupees sixty per mensem."

3. In the second proviso to sub-rule (1) of rule 9 of the said rules, for the words, brackets and figures "below the limit specified in sub-rule (5) of rule 49" the words "below the amount of rupees sixty per mensem" shall be substituted.

4. In rule 37 of the said rules, the last proviso shall be omitted.

5. In rule 40 of the said rules, in sub-rule (3) for the words, brackets and figures "the limit specified in sub-rule (5) of rule 49", the words "the amount of rupees sixty per mensem" shall be substituted.

6. In rule 41 of the said rules, in sub-rule (2) for the words, brackets and figures "the limit specified in sub-rule (5) of rule 49", the words "the amount of rupees sixty per mensem" shall be substituted.

7. In rule 49 of the said rules,—

(i) for sub-rule (2) and the Table thereunder, the following sub-rule shall be substituted, namely:—

"(2) (a) In the case of a Government servant retiring in accordance with the provisions of these rules after completing qualifying service of not less than thirty three years the amount of pension shall be determined as follows, namely:—

Average emoluments	Amount of monthly pension
(i) Upto first Rs. 1,000	50% of average emoluments.
(ii) Next Rs. 500	45% of average emoluments.
(iii) Balance	40% of average emoluments subject to a maximum of Rs. 1,500 per mensem including relief on pension payable upto index level 328 ;

(b) in the case of a Government servant retiring in accordance with the provisions of these rules before completing qualifying service of thirty three years but after completing qualifying service of ten years, the amount of pension shall be proportionate to the amount of pension admissible under clause (a) and in no case the amount of pension shall be less than rupees sixty per mensem ;

(c) notwithstanding anything contained in clause (a) and clause (b), the amount of invalid pension shall not be less than the amount of family pension admissible under sub-rule (2) of rule 54."

(ii) for sub-rule (3) and sub-rule (4), the following sub-rules shall be substituted, namely:—

"(3) In calculating the length of qualifying service, fraction of a year equal to six months and above shall be treated as a completed one-half year and reckoned as qualifying service.

(4) The amount of pension finally determined under clause (a) or clause (b) of sub-rule (2), shall be expressed in whole rupees and where the pension contains a fraction of a rupee it shall be rounded off to the next higher rupee."

(iv) sub-rule (5) and sub-rule (6) shall be omitted.

8. For clause (c) of sub-rule (14) of rule 54 of the said rules, the following clause shall be substituted, namely:—

"(c) 'pay' means—

(i) the emoluments as specified in rule 33, or

(ii) the average emoluments as referred to in rule 34 if the emoluments of the deceased Government ser-

vant have been reduced during the last ten months of his service otherwise than as penalty :

Provided that the element of dearness allowance which has been treated as dearness pay under the Ministry of Finance Department of Expenditure Office Memorandum No. F. 19(4)-EV/79, dated the 25th May, 1979, shall not be treated as pay for the purpose of this rule."

[No. F. 38(4) Pen.(A)/80]

O. P. BHAKRI, Dy. Secy.

copies thereof as returns to the Reserve Bank within the extended period upto 30th June, 1980.

[No. 15(22)/80-B.O. III]

N. D. BATRA, Under Secy.

वाणिज्य और नागरिक वृत्ति मंत्रालय

(वाणिज्य विभाग)

आदेश

नई दिल्ली, 23 अगस्त 1980

का० आ० 2100.—भारत के निर्यात व्यापार के विकास के लिए सफाई तथा जल फिटिस् को निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन लाने के लिए कतिपय प्रस्ताव निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1964 के नियम 11 के उप-नियम (2) की अपेक्षानुसार, भारत सरकार के वाणिज्य मंत्रालय के आदेश संख्या का० आ० 2659 तारीख 4 अगस्त 1979 के अधीन भारत के राजपत्र भाग II खण्ड-3 उप-खंड (ii) तारीख 4 अगस्त 1979 में प्रकाशित किए गए थे ;

और उक्त राजपत्र की प्रतियाँ इसमें संशोधन प्रभावित होने वाली जनता को 8-8-1979 को उपलब्ध करा दी गई थी ;

और जनता से 19 सितम्बर 1979 को या उससे पहले प्रत्येक और गुणाव मांगे गए थे ;

और जनता से प्राप्त प्रतिक्रियाओं और सुझावों पर केन्द्रीय सरकार द्वारा विचार कर लिया गया है ;

अतः निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 6 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार की निर्यात निरीक्षण परिषद से परामर्श करने के पश्चात् यह राय होने पर कि भारत के निर्यात व्यापार के विकास के लिए ऐसा करना आवश्यक तथा समीचीन है एतद्वारा

(1) अधिसूचित करती है कि सफाई और जल फिटिस् निर्यात से पूर्व क्वालिटी नियंत्रण और निरीक्षण के अधीन होगी ।

(2) सफाई और जल फिटिस् के निर्यात (क्वालिटी नियंत्रण और निरीक्षण) नियम, 1980 के अनुसार निरीक्षण के प्रकार को ऐसे क्वालिटी नियंत्रण और निरीक्षण के प्रकार के रूप में विनिर्दिष्ट करती है जो बिना किसी पूर्व ऐसे सफाई और जल फिटिस् पर लागू होगा ।

(क) राष्ट्रीय और अंतर्राष्ट्रीय मानकों को तथा निर्यात निरीक्षण परिषद् द्वारा मान्य निष्कर्षों के मानकों को मान्यता देती है ; तथा

(ख) इस शर्त के अधीन रहते हुए कि उत्पाद न्यूनतम विशेषताओं की संतुष्टि करता है संविदात्मक विनिर्देशों को इस आदेश के उपाबंध में उपरिस्थित मानक विनिर्देशों के अनुसार मान्यता देती है,

टिप्पण :—

(1) जब निर्यात संविदा ब्यारेन्जर तकनीकी अपेक्षाओं को उपरिस्थित नहीं करती है या केवल नमूनों पर आधारित है तब निर्यातकर्ता लिखित विनिर्देश देगा ।

(2) परीक्षण की प्रणाली राष्ट्रीय मानक के अनुसार होगी ।

4. अंतर्राष्ट्रीय व्यापार के दौरान ऐसे सफाई और जल फिटिस् के निर्यात को तब तक प्रतिषिद्ध करती है जब तक कि उसके माध्यम निर्यात (क्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 7 के अधीन केन्द्रीय सरकार द्वारा स्थापित अधिकरणों में से किसी एक के द्वारा जारी किया गया इस प्रभाव का प्रमाण-पत्र नहीं है कि सफाई और जल फिटिस् के परीक्षण क्वालिटी नियंत्रण और

वित्त मंत्रालय (आर्थिक कार्य विभाग) (बैंकिंग प्रभाग)

नई दिल्ली, 11 अगस्त, 1980

का० आ० 2098.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध, 30 सितम्बर, 1980 तक फेडरल बैंक लिमिटेड पर उस सीमा तक लागू नहीं होंगे जहाँ तक उससे अपेक्षा की जाती है कि वह 30 जून, 1980 तक बढ़ाई गई अवधि के लेखा-परीक्षक की रिपोर्ट सहित लेखे और तुलन-पत्र को बिहित प्रकार से प्रकाशित करे और भारतीय रिजर्व बैंक को विवरण के रूप में उसकी तीन प्रतियाँ भेजे ।

[सं० 15(23)/80-बी ओ-III]

MINISTRY OF FINANCE (Department of Economic Affairs) (Banking Division)

New Delhi, the 11th August, 1980

S.O. 2098.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act shall not apply to the Federal Bank Ltd., upto 30th September, 1980 in so far as it is required to publish the accounts and balance sheets together with the Auditor's Report in the prescribed manner and submit three copies thereof as returns to the Reserve Bank within the extended period upto 30th June, 1980.

[No. 15(23)/80-B.O. III]

का० आ० 2099.—बैंककारी विनियमन अधिनियम, 1949 (1949 का 10) की धारा 53 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार, भारतीय रिजर्व बैंक की सिफारिश पर एतद्वारा घोषणा करती है कि उक्त अधिनियम की धारा 31 के उपबन्ध, 31 जुलाई, 1980 तक बैंक आफ मद्रास लिमिटेड पर उस सीमा तक लागू नहीं होंगे जहाँ तक कि उससे यह अपेक्षा की जाती है कि वह 30 जून, 1980 तक बढ़ाई अवधि के भीतर लेखा-परीक्षक की रिपोर्ट सहित लेखे और तुलन-पत्र को बिहित प्रकार से प्रकाशित कराने और भारतीय रिजर्व बैंक को विवरण के रूप में उसकी तीन प्रतियाँ भेजे ।

[संख्या 15(22)/80-बी० ओ०-III]

एन० डी० बत्ता, अवर सचिव

S.O. 2099.—In exercise of the powers conferred by section 53 of the Banking Regulation Act, 1949 (10 of 1949) the Central Government, on the recommendation of the Reserve Bank of India, hereby declares that the provisions of section 31 of the said Act shall not apply to the Bank of Madras Ltd., upto 31st July, 1980, in so far as it is required to publish the accounts and balance sheet together with Auditor's report in the prescribed manner and submit three

निरीक्षण से संबंधित शर्तों को पूरा करते हैं तथा निर्यात योग्य हैं या उन पर उक्त अधिनियम की धारा 8 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त सील या चिन्ह नहीं लगा है।

2. इस आदेश की कोई भी बात भावी क्रेताओं को भूमि, मार्ग, जल मार्ग या वायु मार्ग द्वारा सफाई और जल फिटिंग्स के वास्तविक नमूनों के निर्यात को लागू नहीं होगी।

3. इस आदेश में "सफाई तथा जल फिटिंग्स" से जल वितरण तथा सफाई के प्रयोजनों के लिए प्रयुक्त सभी प्रकार के काक, नल, बाल वाल्व, कुहारे अभिप्रेत हैं जिसमें सभी प्रकार के दीवार मिश्रक तथा स्नानागार की सभी प्रकार की फिटिंग्स भी सम्मिलित हैं तथा इसमें उपरोक्त सभी सामान उसकी समजनों तथा उपसमंजनों सहित पूर्णतः खाली अवस्था में होगा।

4. यह आदेश इसके राजपत्र में प्रकाशन की तारीख को प्रवृत्त होगा।

उपाबंध I

सफाई तथा जल फिटिंग्स के लिए न्यूनतम विनिर्देश

1. कार्यकौशल और फिनिश

1.1 फिटिंग्स विकनी, धब्बों, गहरी खरोचों, छलाई संबंधी दोषों सहित अन्य विनिर्माण दोषों से मुक्त होगी।

1.2 छेड़िंग पर छोटे दोष होंगे किन्तु शर्त यह है कि जब उन्हें संबंधित भागों के साथ जोड़ा जाए तो उनसे क्षरण न हो।

1.3 जब लेपन किया जाएगा परत न सतह एक सार होगी तथा परत को दोषों जैसे गड़कों, फफोलों, परत न चढ़े धब्बों तथा दरारों से मुक्त होगी।

1.4 छोटी खरोचों तथा धब्बों के चिन्ह अधिक से अधिक दो अनुज्ञेय होंगे।

1.5 सतहों पर जैसे धारदार कोण, झुकाव, आकार के लिए मोड़ जो पालिश करने के प्रयोजन के लिए अग्रमय हों, दृश्य दोष अनुज्ञेय होंगे।

1.6 परत चढ़ाते समय लटकाने के लिए प्रयुक्त तारों द्वारा बनाए गए चिन्ह अनुज्ञेय होंगे।

2. भार तथा दबाव

हाइड्रोलिक परीक्षण के लिए प्रयोग किए जाने वाली फिटिंग्स तथा दबाव का भार वह होगा जो नीचे सारणी में दिया गया है :—

क्रम संख्या	प्रकार	मात्रा (अधिकतम)	दबाव
(1)	(2)	(3)	(4)
1.	हल्की फिटिंग्स	(1) सभी प्रकार के काक 350 ग्राम (2) प्रकटन बीक्षण के सभी प्रकार 450 ग्राम (3) मिश्रकों के सभी प्रकार (सभी उपसाधनों सहित समंजित 1000 ग्राम)	6.71 कि० ग्रा एफ/से० मी० (100 पी० एम० आई जी०)
2.	हल्की फिटिंग्स से भिन्न	हल्की फिटिंग्स के लिए 20 कि० ग्रा० गार्ड भार अपेक्षितों से अधिक	20 कि० ग्रा० एफ/से० मी० 3 पी० एम० आई जी०

टिप्पण :

1. मात्रा पर सहायताएं निर्यातकर्ता के अनुसार ± 10 प्रतिशत होंगी।

2. टेपर असम्बन्धी सहित कौंक जहां अधातु आवर नहीं है 10 पी० एस० आई० जी० पर परीक्षित किए जाएंगे।

3. सिस्टन में प्रयुक्त बॉल वाल्वों का 21.87 पी० एस० आई० जी० (0.175 एन पी० ए० पर परीक्षण किया जाएगा।

4. पी० वी० मी० पाइप जहां कहीं भी फिटिंग्स के साथ प्रयुक्त किए गए हैं बिना लीक किए केवल जल बहाव परीक्षण को सहन करने योग्य होंगे।

4. लेपित फिटिंगों के लिए शमन परीक्षण :

4.1 प्रत्येक विद्युत लेपित फिटिंग नीचे दिए गए के अनुसार शमन परीक्षण को सहन कर सकेगी।

फिटिंगों को नीचे उपवर्णित तापमान पर एक घंटे की अवधि के भट्टी में तपाया जाएगा।

आधार धातु	तापमान
जस्ता मिश्रित	150° सी०
तांबा तथा इसकी मिश्र धातु	250° सी०

एल्युमिनियम तथा इसकी मिश्र धातु तथा इस्पात 300° सी०

टिप्पण:—तापमान पर सहायता ± 10 से० होगी। उस अवधि की समाप्ति पर फिटिंग कक्ष तापमान पर पानी में बुझाई जाएगी। फिटिंग पर इस परीक्षा के किए जाने के पश्चात् कोटिंग आधार धातु के साथ संलग्न रहेगी। इस परीक्षा के लिए वस्तु की कोटिंग आवश्यक नहीं है।

4.2 फिटिंगों पर उपरोक्त परीक्षण के अधीन फिटिंगों से सर्वान्व प्लास्टिक खरब या ए बी एस क्रोम के लेप चढ़े भागों की, यदि कोई हो, हटा कर किया जाएगा।

4. लेपित फिटिंग्स की मोटाई:—

फिटिंग्स पर यदि लेपित हैं तो लेपन की मोटाई निम्नलिखित के अनुसार होगी:—

निकल	5 माइक्रोन
क्रोमियम	0.3 माइक्रोन

टिप्पणी:—इस आदेश के प्रवर्तन की तारीख से छह मास की अवधि के लिए लेपन की मोटाई निम्नलिखित के अनुसार अनुशात की जा सकती है:—

निकल	3 माइक्रोन
क्रोमियम	0.2 माइक्रोन

5. नमूना लेना तथा अनुरूपता के मान दंड :

5.1 चाशुष निरीक्षण भार तथा हाइड्रोलिक परीक्षण के लिए नमूने का आकार न्यूनतम तीन टुकड़ों के अधीन रहते हुए प्रत्येक प्रकार तथा आकार की फिटिंगों को अन्तर्विष्ट करने वाले लॉट आकार का एक प्रतिशत होगा। कोई भी दोष अनुज्ञेय नहीं होगा।

5.2 बुझाने के परीक्षण के लिए प्रत्येक 1000 फिटिंगों में से एक ही प्रकार तथा आकार की एक फिटिंग या उसके भाग का परीक्षण किया जाएगा। इसकी असफलता की दशा में मूल नमूने के दुगने के बराबर नमूने का संवर्ग निकाला जाएगा और उसका परीक्षण किया जाएगा और यदि इस प्रकार निकाले गए सभी नमूने परीक्षण में पास हो जाते हैं तो लॉट स्वीकार कर लिया जाएगा।

6. पैकिंग :

6.1 जब तक विदेशी क्रेता द्वारा अन्यथा विनिर्दिष्ट न किया जाए, प्रत्येक फिटिंग को टिशु पेपर पालिथीन बैग में लपेटा जाएगा और फिर कांठ बोरिंग या मालीदार फाईबर बोर्ड में पैक किया जाएगा।

6.2 50 कि०मी० तक के भार वाले पैकेज उगमे रखे माल या स्थय पैकेज को हानि पहुँचाए बिना 100 से मी० की ऊँचाई से गिराए जाने पर ठीक থাক रहने चाहिए।

6.3 पैकेजों को मौसम तथा आर्द्रता संदर्भों के प्रतिकूल प्रभावों से पर्याप्त रूप से सुरक्षित किया जाएगा।

[स० 6(5)/79-नि०नि० तथा नि० उ०]

MINISTRY OF COMMERCE AND CIVIL SUPPLIES
(Department of Commerce)

ORDER

New Delhi, the 23rd August, 1980

S.O. 2100.—Whereas for the development of the export trade of India certain proposals for subjecting Sanitary and Water Fittings to quality control and inspection prior to their export were published as required by sub-rule (2) of rule 11 of the Export (Quality Control and Inspection) Rules, 1964 in the Gazette of India, Part II section 3, Sub-section (ii) dated the 4th August, 1979 under the Order of the Government of India in the Department of Commerce No. S.O. 2659, dated the 4th August, 1979;

And whereas copies of the said Gazette were made available to the public likely to be effected thereby on the 8-8-1979;

And whereas the objections and suggestions were invited from the public on or before the 19th September, 1979;

And whereas the objections and suggestions received from the public have been considered by the Central Government;

Now, therefore, in exercise of the powers conferred by section 6 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) the Central Government, after consulting the Export Inspection Council, being of the opinion that it is necessary and expedient so to do for the development of the export trade of India, hereby;

(1) Notifies that Sanitary and Water Fittings shall be subject to quality control and inspection prior to export;

(2) Specifies the type of inspection in accordance with the Export of Sanitary and Water Fittings (Quality Control and Inspection) Rules, 1980 as the type of quality control and inspection which would be applied to such Sanitary and Water Fittings prior to export;

(3) recognises —

(a) National and International Standards and standards of other bodies recognised by Export Inspection Council, and

(b) Contractual specifications subject to the product satisfying the minimum of the characteristics as the standard specifications as indicated in the Annexure to this Order.

Notes :—

(i) When the export contract does not indicate detailed technical requirements or is based only on samples, the exporter shall furnish a written down specification.

(ii) Methods of tests will be as per National Standard.

(4) Prohibits the export in the course of international trade, of any such Sanitary and Water Fittings unless the same are either accompanied by a certificate issued by any one of the agencies established by the Central Government under section 7 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) to the effect that the consignments of Sanitary and Water Fittings satisfy the conditions relating to quality control and inspection and are export-worthy or affixed with a seal or mark recognised by the Central Government under section 8 of the said Act.

2. Nothing in this Order shall apply to the export by land; sea or air of bonafide samples of Sanitary and Water fittings to prospective buyers.

3. In this order "Sanitary and water fittings" shall mean all types of cocks, taps, ball valves, shower roses including all types of wall mixers and all bathroom fittings used for water supply and sanitation purposes and also include the above articles in completely knocked down condition including assemblies and sub-assemblies thereof.

4. The order shall come into force on the date of its publication in the Official Gazette.

ANNEXURE I

Minimum Specifications for Sanitary and Water Fittings

1. Workmanship and Finish.

1.1 Fittings shall be smooth free from burrs, deep scratches and other manufacturing defects including casting defects.

1.2 Minor defects on threading shall be permissible provided they do not cause leakages when fitted with the matching parts.

1.3 When plated, the surfaces shall be uniform and free from plating defects such as pits, blisters, unplated spots and cracks.

1.4 Minor scratches, and spot marks not exceeding two number shall be permissible.

1.5 On surfaces such as sharp angles, beads, turning for shape which may be inaccessible for the purpose of polishing, apparent surface defects shall be permissible.

1.6 Marks formed by wires used for hanging while plating shall be permissible.

2. Weight and Pressure.—The weight of the fittings and pressure to be applied for hydraulic test shall be as given in the table below :—

Sl. No.	TYPE	MASS (MAX)	PRESSURE
1.	Light fittings	(1) All type of Cocks 350 gm. (2) All types of concealed Cocks 450 gm. (3) All types of mixers (assembled with all accessories 1000 gm.)	6.71 kgf/cm ² (100psig).
2.	Other than Light Fittings	Above the weight requirements as given for light Fittings	20kgf/cm ² (300psig)

Notes :

1. Tolerances on mass as declared by exporter shall be ± 10 per cent.

2. Cocks with taper seat assembly where there is not non-metallic sheet shall be tested at 10 psig.

3. Ball valves used in the cistern shall be tested at 21.87 psig (0.175 MPA).

4. PVC pipes wherever used with the fittings shall be capable of withstanding water flow test without any leakage.

3. Quenching test for plated fittings :

3.1 Each electro-plated fittings shall be capable of withstanding quenching test as given below :—

Fittings shall be heated in an oven for a period of one hour at a temperature indicated below :

Base Metal	Temperature
Zinc Alloy	150 deg. cent.
copper and its alloys	250 deg. cent.
Aluminium and its alloys and steel	300 deg. cent.

Note : Tolerance on temperature shall be ± 10 deg. cent. At the end of the period, the fittings shall be quenched in water at room temperature. The coating shall continue to

adhere to the base metal after the fittings are subjected to this test. For this test, cutting of articles is not necessary.

3.2 The above test shall be carried out on the fittings after removing plastic rubber or ABS chrome plated parts, if any, attached to the fittings under test.

4. Thickness of plated fittings.—The fittings if plated shall have plating thickness as follows:—

Nickel	— 5 Microns
Chromium	— 0.3 Microns

Note : For period of six months from the date of enforcement of this order lower thickness of plating as follows may be permitted :

Nickel	— 3 Microns
Chromium	— 0.2 Microns

5. Sampling and Criteria for Conformity :

5.1 Samples' size for visual inspection weight and hydraulic test shall be one per cent of the lot size consisting of fittings of each type and size subject to minimum of 3 pieces. No defective sample shall be permissible.

5.2 For quenching and thickness of plating test one fittings out of every 1000 pieces or part thereof of one type and size shall be tested. In case of failure of the same an another set of sample, double the original sample drawn shall be tested and the lot shall be accepted if all the samples so tested passed.

6. Packing :

6.1 Unless otherwise specified by the foreign buyer, each fittings shall be wrapped in a tissue paper/polythene bags packed in a cardboard or corrugated fibre board.

6.2 Packages weighing upto 50 kgs. shall be able to withstand a drop from a height of 100 cm. without any damage to contents inside or the package itself.

6.3 Packages shall be adequately protected against adverse effect of weather and moisture contamination.

[No. 6(5)/79-EI&EP]

का०आ० 2101.—केन्द्रीय सरकार निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की धारा 17 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, निम्नलिखित नियम बनाती है, अर्थात्:—

1. संक्षिप्त नाम तथा प्रारम्भ:—

(i) इन नियमों का संक्षिप्त नाम सफाई तथा जल फिटिंगों का निर्यात (स्वालिटी नियंत्रण और निरीक्षण) नियम, 1980 है।

(ii) ये राजपत्र में प्रकाशन की तारीख को प्रवृत्त होंगे।

2. परिभाषाएं:—इन नियमों में जब तक कि संदर्भ से अन्यथा अर्थ-क्षिप्त न हो —

(क) "अधिनियम" से निर्यात (स्वालिटी नियंत्रण और निरीक्षण) अधिनियम, 1963 (1963 का 22) की अभिप्रेत है;

(ख) "अभिकरण" से अधिनियम की धारा 7 के अधीन मुम्बई, कलकत्ता, कोचीन, दिल्ली और मद्रास में स्थापित अभिकरणों में से कोई एक अभिकरण अभिप्रेत है,

(ग) "सफाई तथा जल फिटिंग" से जल वितरण तथा सफाई के प्रयोजनों के लिए प्रयुक्त सभी प्रकार के कार्ट, नल, बाग

बान्ध, फुलारे अभिप्रेत है, जिनमें सभी प्रकार के दोवार मिश्रक और सभी प्रकार के स्नानागार फिटिंग्स भी सम्मिलित हैं इसमें उसके समंजन तथा उपसमंजन सहित उपरोक्त सभी पूर्णतः स्वामी स्थिति में होंगे।

(घ) "अनुसूची" से इन नियमों में सलग्न अनुसूची अभिप्रेत है।

3. स्वालिटी नियंत्रण और निरीक्षण :

(1) स्वालिटी नियंत्रण : निर्यात के लिए आशयित सफाई तथा जल फिटिंगों का स्वालिटी नियंत्रण इस दृष्टि से किया जाएगा कि क्या वह इससे उपाखण्ड अनुसूची 1 में दिए गए नियंत्रण के स्तरों के साथ विनिर्माण के विभिन्न प्रक्रमों पर निम्नलिखित नियंत्रणों का प्रयोग करते हुए अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अनुरूप है, अर्थात्—

(i) प्रत्येक की गई सामग्री तथा घटक नियंत्रण:

(क) प्रयोग की जाने वाली सामग्री या घटकों के गुण, धर्मों को समायोजित करने हुए विनिर्माता द्वारा विनिर्देश अधिकृत करेगा तथा आने वाले पाठों को उनसे अनुरूपता सुनिश्चित करने के लिए उसके पास निरीक्षण या परीक्षण के पर्याप्त साधन होंगे।

(ख) स्वीकृत परीक्षणों के साथ प्रत्येक विनिर्देशों की पुष्टि करने हुए या तो प्रदायकर्ता का परीक्षा या निरीक्षण प्रमाण पत्र होगा, जिस दशा में उक्त परीक्षण या निरीक्षण प्रमाण पत्रों की पुष्टता को स्थापित करने के लिए विनिर्माता द्वारा विशिष्ट प्रदायकर्ता के लिए कालिक आक्षेप (अर्थात् उसी मास के उसी प्रदायकर्ता के लिए वर्ष के प्रति तीन मास में एक बार की जाएगी, या खरीदी गई सामग्री या घटकों का कारखाने की प्रयोगशाला के भीतर या किसी अन्य प्रयोगशाला या परीक्षण गृह में नियमित रूप से निरीक्षण या परीक्षण किया जाएगा।

(ग) किए जाने वाले निरीक्षण या परीक्षण के लिए नमूनों का लिया जाना ए० ए० ए० मानक के आधार पर आधारित होगा।

(घ) निरीक्षण या परीक्षण किए जाने के पश्चात स्वीकृत तथा अस्वीकृत माल या घटकों के पृथक्करण के लिए तथा अस्वीकृत माल या घटकों के व्ययन के लिए व्यवस्थित पद्धतिया प्रपनाई जाएंगी।

(ङ) ऊपर नियंत्रण के सम्बंध में योजित अभिलेख विनिर्माता द्वारा नियमित तथा व्यवस्थित ढंग से रखे जाएंगे।

(ii) प्रक्रिया नियंत्रण :

(क) विनिर्माता विनिर्माण की विभिन्न प्रक्रियाओं के लिए द्योरेवार प्रक्रिया विनिर्देश अधिकृत करेगा।

(ख) प्रक्रिया विनिर्देश से अधिकृत प्रक्रियाओं को नियंत्रित करने के लिए उपस्कर उपकरण तथा साधनों की प्रत्याप्ति सुविधाएं होंगी।

(ग) विनिर्माण की प्रक्रिया के दौरान प्रयुक्त नियंत्रणों के स्थापन की संभावना सुनिश्चित करने के लिए विनिर्माता प्रत्यक्ष अभिलेख रखेगा।

(iii) उत्पाद नियंत्रण :

(क) अधिनियम की धारा 6 के अधीन मान्यता प्राप्त विनिर्देशों के अनुसार सामग्री का परीक्षण करने के लिए विनिर्माता के पास या तो अपनी परीक्षण सुविधाएं होंगी या उसकी पड़ोष घट्टा तक होगी जहां ऐसी परीक्षण सुविधाएं उपलब्ध हैं, अर्थात्—

(i) निर्यात-कर्ता द्वारा घोषित विनिर्देश अनुसूची II में दिए गए न्यूनतम विनिर्देशों के अधीन रहने हुए निर्यात-कर्ता तथा विदेशी नेता के मध्य निर्यात संबंध के स्वीकृत विनिर्देश होंगे।

(ii) सुसंगत भारतीय या कोई अन्य राष्ट्रीय मानक विनिर्देश।

(iii) किसी भी विदेशी के लोकोपयोगी या सरकारी विभाग द्वारा अनुमोदित मानक।

(ख) जांच के लिए नमूना (जहां कहीं अपेक्षित हो) ए० स्यू० एल० मानक पर आधारित होगा।

(ग) किए गए परीक्षणों के संबंध में यथोचित अभिलेख विनिर्माता द्वारा नियमित तथा व्यवस्थित ढंग से रखे जाएंगे।

(iv) परिरक्षण नियंत्रण :

(क) विनिर्माता उत्पाद को सीमसी दशाओं के प्रतिकूल प्रभावों से सुरक्षित करने के लिए ब्योरेवार विनिर्देश अधिकथित करेगा।

(ख) भंडारण तथा परिवहन दोनों के दौरान उत्पाद अच्छी तरह से परिरक्षित किया जाएगा।

(v) मौसम संबंधी नियंत्रण :

उत्पाद तथा निरीक्षण में प्रयुक्त प्रभावियों और उपकरणों को कालिक जांच या अंशगोधन किया जाएगा और विनिर्माता द्वारा ब्रूतफाई के रूप में अधिकथित रखे जाएंगे।

(vi) पैकिंग नियंत्रण :

विनिर्माता निर्यात किए जाने वाले पैकेजों के लिए विस्तृत पैकिंग विनिर्देश अधिकथित करेगा और उसका कठोरता से पालन करेगा।

(2) निरीक्षण : परीक्षण तथा निरीक्षण के लिए इसमें संलग्न अनुसूची II के अनुसार परेषण से से नमूने लेकर निर्यात के लिए आशयित सफाई तथा जल उपकरणों का निरीक्षण इस दृष्टि से किया जाएगा कि परेषण अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मान्यता प्राप्त विनिर्देशों के अनुरूप है।

(4) निरीक्षण का आधार : निर्यात के लिए आशयित सफाई तथा जल फिटिंगों का निरीक्षण इस दृष्टि से किया जाएगा कि वे अधिनियम की धारा 6 के अधीन केन्द्रीय सरकार द्वारा मानक विनिर्देशों के अनुरूप हैं जो इन नियमों से संबंध अनुसूची II में पुनः दिए गए हैं।

(क) या तो यह सुनिश्चित करके किया जाएगा कि विनिर्माण की प्रक्रिया के दौरान नियम 3 के उप-नियम (1) में विनिर्दिष्ट क्वालिटी नियंत्रण अभ्यासों का प्रयोग किया गया है।

(ख) नियम 3 के उप-नियम (2) के अनुसार किए गए निरीक्षण के आधार पर किया जाएगा।

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(ग) दोनों द्वारा किया जाएगा।

(5) निरीक्षण की प्रक्रिया :

सफाई तथा जल फिटिंगों के परेषण को निर्यात करने का दृष्टिकोण कोई भी निर्यातकर्ता अपने ऐसा करने के आशय की लिखित सूचना किसी भी एक अभिकरण को देगा तथा ऐसी सूचना के साथ घोषणा भी करेगा कि सफाई और जल फिटिंगों का परेषण नियम 3 के उपनियम (1) के अधीन निश्चित नियंत्रणों के अनुसार क्वालिटी नियंत्रण उपायों का प्रयोग करके विनिर्मित किया गया है या किया जा रहा है तथा परेषण इस प्रयोजन

के लिए मानक विनिर्देशों के अनुरूप है, या सभी तकतीकी विशेषताओं का ब्योरा देने हुए नियमित संविदा में विनिर्दिष्ट विनिर्देशों के अनुरूप है जिससे कि अभिकरण नियम 3 के उपनियम (2) के अनुसार निरीक्षण कर सके।

(ख) निर्यातकर्ता उसी समय ऐसी सूचना की एक प्रति निर्यात निरीक्षण परिषद के निकटतम कार्यालय को भेज देगा। परिषद् के कार्यालयों के पते निम्नलिखित हैं :—

मुख्य कार्यालय :

निर्यात निरीक्षण परिषद, ब्लॉक ट्रेड सेंटर, (मानवी मंजिल) 14/ 1 बी०, एजरा स्ट्रीट, कलकत्ता- 700001.

क्षेत्रीय कार्यालय :

1. निर्यात निरीक्षण परिषद्, धमन पैम्बर्स (बीबी मंजिल) 113, महर्षि कार्य रोड, मुम्बई-400004.
2. निर्यात निरीक्षण परिषद् मनोहर बिल्डिंग, महात्मा गांधी रोड, एरना-कुलम, कौचीन-682011.
3. निर्यात निरीक्षण परिषद् म्युनि-मिपल मार्केट बिल्डिंग 3, सरस्वती मार्ग, करोल बाग, नई दिल्ली-110005.

2. निर्यात-कर्ता अभिकरण को परेषण पर लगाए गए पहचान चिह्न भी देगा।

3. उप-नियम (1) के अधीन प्रत्येक सूचना तथा घोषणा विनिर्माता के परिसर से या निर्यातकर्ता के परिसर से परेषण के भेजे जाने से कम से कम सात दिन पहले अभिकरण के कार्यालय में अवश्य पहुंचेगी।

4. (क) उप-नियम (1) के अधीन प्रत्येक सूचना तथा घोषणा प्राप्त होने पर अभिकरण नियम 4 के अधीन उपबन्धित रीति के अनुसार किए गए निरीक्षण के आधार पर तथा परिषद् द्वारा इस संबंध में जारी किए गए प्रवृत्ति यदि कोई हो, आधार पर अभिकरण अपना यह समाधान कर लेने पर कि परेषण का विनिर्माण उसे लागू मानक विनिर्देशों के अनुसार किया गया है सात दिन के भीतर यह घोषणा करने हुए प्रमाण-पत्र जारी करेगा कि सफाई तथा जल फिटिंगों का परेषण निर्यात योग्य है :

परन्तु जहां अभिकरण का ऐसा समाधान नहीं होता है वहां वह उक्त सात दिन की अवधि के भीतर ऐसा प्रमाण-पत्र देने से इंकार कर देगा तथा ऐसे इंकार की सूचना उसके कारणों सहित निर्यातकर्ता को देगा।

(ख) उन मामलों को छोड़कर जिनमें निर्यातकर्ता स्वयं सफाई तथा जल फिटिंगों के परेषण का विनिर्माण है तथा नियम 4 के उप-बन्ध (क) या (ग) के उपबन्धों के अनुसार उनका निरीक्षण किया गया है अन्य सभी मामलों में निरीक्षण की समाप्ति के पश्चात् अभिकरण परेषण के पैकेजों को तुरन्त इस ढंग से मोहर बन्द करेगा कि मुहर बन्द इस मास में हस्तक्षेप न किया जा सके। परेषण की अस्वीकृति की दशा में यदि निर्यातकर्ता चाहें तो परेषण को अभिकरण मुहर बन्द नहीं करेगा तथापि ऐसे मामलों में निर्यातकर्ता अस्वीकृति के विरुद्ध अपील करने का हकदार नहीं होगा।

6 निरीक्षण का स्थान : इन नियमों के प्रयोजन के लिए सफाई और जल फिटिंगों का निरीक्षण :

(क) विनिर्माता के परिसर पर किया जाएगा

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(ख) उस परिसर पर किया जाएगा जहां विनिर्माता सफाई और जल फिटिंगों के परेषण को प्रस्तुत करता है परन्तु यह तब जब वहां निरीक्षण के प्रयोजन के लिए पर्याप्त सुविधाएं हैं।

7. निरीक्षण फीस :—

निर्यातकर्ता द्वारा निरीक्षण फीस निम्नलिखित के अनुसार ले जायगी :—

- (i) (क) उत्पादन के दौरान क्वालिटी नियंत्रण योजना के अधीन निर्यात के लिए प्रति परेक्षण न्यूनतम (बीस रुपये) 20/- के अधीन रहते हुए पोत पर्यन्त निःशुल्क मूल्य के 0.2% की दर से ।
- (ख) परेक्षणानुसार निरीक्षण के अधीन निर्यात के लिए प्रति परेक्षण न्यूनतम (बीस रुपये) 20/- के अधीन रहते हुए, पोत पर्यन्त निःशुल्क मूल्य के 0.4% की दर से ।
- (ii) उन विनिर्माता निर्यातकर्ताओं के लिए जो राज्यों/संघ राज्य क्षेत्रों की संबंधित सरकारों के साथ लघु उद्योग एककों के लिए रजिस्ट्रीकृत हैं प्रति परेक्षण, न्यूनतम (बीस रुपये) के

अधीन रहते हुए (क) तथा (ख) के लिए 0.18% तथा 0.36% की दर से होगी ।

8. अपील :—

- (1) नियम 5 के उपनियम (4) के अधीन अधिकरण द्वारा प्रमाण पत्र देने से इन्कार कर लिए जाने से व्यक्ति कोई व्यक्ति ऐसे इन्कार की सूचना प्राप्त होने के दस दिन के भीतर केन्द्रीय सरकार द्वारा द्य प्रयोजन के लिए नियुक्त पैनल को जिसमें कम से कम तीन अधिक से अधिक मान्य व्यक्ति होंगे अपील कर सकेगा ।
- (2) पैनल की कुल सदस्य संख्या के दो तिहाई सदस्य गैर-सरकारी होंगे ।
- (3) पैनल की गणपूर्ति तीन सदस्यों से होगी ।
- (4) अपील उसके प्राप्त होने से पन्द्रह दिन के भीतर निपटा दी जायगी ।

अनुसूची I

[नियम 3(1) देखिए]

परीक्षण/निरीक्षण की विशेषताएं	अवधि	निरीक्षण, परीक्षण किए जाने वाले नमूनों की संख्या	लाई आकार आबुलि	टिप्पणी
1	2	3	4	5
1 त्रय किए गए संघटक				
(i) विमाण	मानक विनिर्देशों के अनुसार	एकूण 10 मानक के आधार पर	प्रत्येक परेक्षण	
(ii) चाक्षू	—यथोक्त—	—यथोक्त—	—यथोक्त—	
2 प्रशिक्षा नियंत्रण				
(i) हवाई गामग्री निरीक्षण	—यथोक्त—	—यथोक्त—	प्रत्येक शुल्क—	
(ii) सर्वोनिग (यंकीकरण)				
(क) चाक्षू	—यथोक्त—	—यथोक्त—	प्रत्येक दिन का उत्पादन	
(ख) विमाण	—यथोक्त—	—यथोक्त—	—यथोक्त—	
(iii) लेपन				
(क) स्नानागार का तापमान और समय	—यथोक्त—	—यथोक्त—	निर्निर्माण बैच का एक ही दशा के अधीन प्रत्येक आधा घंटा	
(ख) स्नानागार संकेन्द्रण	—यथोक्त—	—यथोक्त—	प्रत्येक चार घंटे में	
(ग) अमंजन	—यथोक्त—	—यथोक्त—	निर्निर्माण बैच का एक ही दशा में अधीन प्रत्येक दो घंटे	
(घ) लेपन की मोटाई	—यथोक्त—	—यथोक्त—		
(iv) समंजन	—यथोक्त—	—यथोक्त—	प्रत्येक दिन का उत्पादन	
3. उत्पाद परीक्षण				
(i) कार्यकौशल तथा फिटिंग	—यथोक्त—	—यथोक्त—	प्रत्येक ही प्रकार तथा आकार के उत्पादन का प्रत्येक बैच	
(ii) 33 पी० एस० आई० पर हाइड्रोलिक दबाव परीक्षण 20 कि० ग्रा०/से० मी० या बाल वाल्व और टेण्ड सीट फाक के लिए 21.87 एफ० एस० आई० 1.175 एम० पी० ए०	—यथोक्त—	—यथोक्त—	—यथोक्त—	

परीक्षण/निरीक्षण की विशेषताएं	अपेक्षाएं	निरीक्षण/परीक्षण किए जाने वाले नमूनों की सं०	लॉट आकार आवृत्ति	टिप्पणी
1	2	3	4	5
(iii) फिटिंग का भार :				
पैकिंग	मानक विनिर्देशों के अनुसार	ए० न्यू० एल० मानक के आधार पर	प्रत्येक परीक्षण	
(i) रूप	—यथोक्त—	—यथोक्त—	—यथोक्त—	
(ii) निपात परीक्षण	—यथोक्त—	—यथोक्त—	—यथोक्त—	
(iii) रोलिंग परीक्षण	—यथोक्त—	—यथोक्त—	—यथोक्त—	
(iv) जल फुहार परीक्षण (पेपर डिब्बों के लिए लागू नहीं)	—यथोक्त—	—एक—	—यथोक्त—	

पैकेज की फिनिश अच्छी की जाएगी तथा देखने में सुन्दर पैकेज होगा। पैकेज इस प्रकार का होगा जिससे कि यह सुनिश्चित हो जाए कि उसमें रखा गया माल नीचे दिए गए निपात निरीक्षण, रोलिंग परीक्षण तथा जल फुहार का सहन कर सकेगा।

निपात परीक्षण :—(केवल 50 कि० ग्रा० तक के भार तक निर्बन्धित) 100 सें० मी० की ऊंचाई से गिराया जाने वाला पैकेज एक बार समतल सतह पर एक बार धम्बे किनारे पर और एक बार उसके किसी भी किनारे पर गिराया जाएगा।

रोलिंग परीक्षण :—(केवल 500 कि० ग्रा० तक के भार तक निर्बन्धित) रोलिंग किए जाने वाले पैकेजों का इसके किसी भी ओर 6 मीटर दूरी की तरफ और 6 मीटर पीछे की तरफ या 12 मीटर एक ही दिशा में रोलिंग किया जाएगा।

जल फुहार परीक्षण : पैकेज को 5 मि० के लिए सामान्य आकस्मिक मानसून ढोछार के समतुल्य जल फुहार में रखा जाएगा।

अनुसूची-II

[निमम (3) (1) (3) (क) (1) देखिए]

सफाई तथा जल फिटिंगों के लिए न्यूनतम विनिर्देश

1. कार्य-कौशल तथा फिनिश

1.1. फिटिंग बिकली धम्बों, गहरी खरोचों छलाई संबंधी दोषों सहित अन्य विनिर्माण दोषों से मुक्त होगी।

1.2. थोड़िया पर छोटे दोष होंगे बशर्ते कि जब उन्हें संबंधित भागों के साथ जोड़ा जाए तो उनसे क्षरण न हो।

1.3. जब लेपन किया जाएगा तो सतह एक सार होगी तथा पत्तर के दोषों जैसे गड्ढों, फलों, पत्तर न चढ़े धम्बों तथा दरारों से मुक्त होगी।

1.4. छोटी खरोचों अधिक से अधिक दो धम्बे अनुज्ञेय होंगे।

1.5. सतहों पर जैसे धारदार कोण, झुकाव आकार भावि के मोड़, जो कि पालिश करने के प्रयोजन के लिए अग्न्य हो दुष्य दोष अनुज्ञेय स्वीकृत होंगे।

1.6. पत्तर लटाने समय लटकाने के लिए प्रयुक्त तारों द्वारा बनाए गए चिन्ह अनुज्ञेय होंगे।

2. भार तथा दबाव :

560 GI/80 2

हाइड्रोनिक्स परीक्षण के लिए प्रयुक्त फिटिंग्स तथा दबाव का भार नीचे सारणी में दिए गए के अनुसार होगा :—

क्र० सं०	प्रकार	मात्रा (अधिकतम)	दबाव
1.	हल्की फिटिंग्स	(1) सभी प्रकार के (काक) 350 ग्रा०	6.71 कि० ग्रा० एफ० सें० मी० (100 पी० एस० आई० जी०)
		(2) सभी प्रकार के गुप्त काक 450 ग्रा०	
		(3) सभी प्रकार के मिश्रक (सभी उप-साधनों के साथ संयोजित) 100 ग्रा०	
2.	हल्की फिटिंग्स से भिन्न	भार अपेक्षाएं हल्की फिटिंग के लिए भार अपेक्षाओं से अधिक	20 कि० ग्रा० एफ०/सें० मी० (300 पी० एस० आई० जी०)

टिप्पणी :

1. मात्रा पर सहायताएं नियतकर्ता की घोषणा के अनुसार $\pm 10\%$ होगी।

2. टेपर सीट असम्बन्धी सहित काक जहां प्रघातु चादर का 10 पी० एस० आई० जी० पर परीक्षण किया जाएगा।

3. सिस्टम में प्रयुक्त बाल वाल्वों का 21.87 पी० एस० आई० जी० (0.175 एम० पी० ए०) पर परीक्षण किया जाएगा।

4. पी० सी० सी० पाइप जहां कहीं भी फिटिंग के साथ प्रयुक्त होती हैं जल बहाव को बिना किसी लीक रोधित रोकने में समर्थ होगी।

3.3. लेपित फिटिंगों के लिए शमन परीक्षण :

3.1. प्रत्येक विशुद्ध लेपित फिटिंग नीचे दिए गए के अनुसार शमन परीक्षण को सहन कर सकेगी।

फिटिंगों को नीचे उपरिष्ठ तापमान पर एक घंटे की अवधि के भट्टी में तपसा जाएगा।

आधार धातु	तापमान
जस्ता (मिश्रित)	150° सी०
तांबा तथा इसकी मिश्र धातु	250° सी०
एल्युमिनियम और इसकी मिश्र धातु तथा इस्पात	300° सी०

टिप्पण.—तापमान पर सह्यता ± 10 से० होगी। उस अवधि की समाप्ति पर फिटिंग कक्ष तापमान पर पानी में बुझाई जाएगी। फिटिंग पर इस परीक्षा के किए जाने के पश्चात् कोटिंग आधार धातु के साथ संलग्न रहेगी। इस परीक्षा के लिए वस्तु की कोटिंग आवश्यक नहीं है।

3.2. फिटिंगों पर उपरोक्त परीक्षण के अधीन फिटिंगों से संलग्न प्लास्टिक रबर या ए. बी. एस. क्रोम के लेप बने भागों को, यदि कोई हो, हटा कर दिया जाएगा।

4. लेपित फिटिंग की मोटाई

फिटिंग यदि लेपित है तो लेपन की मोटाई निम्नलिखित के अनुसार होगी।

निकल	5 माईक्रोन
क्रोमियम	0.3 माईक्रोन

टिप्पणी: इस आदेश के लागू होने की तारीख से छह महीने की अवधि के लिए लेपन की मोटाई निम्नलिखित के अनुसार स्वीकृत की जा सकती है:—

निकल	3 माईक्रोन
क्रोमियम	0.2 माईक्रोन

5. नमूना लेना तथा अनुरूपता के मान दंड:

5.1. बाह्य निरीक्षण भार तथा हाइड्रोलिक परीक्षण के लिए नमूने का आकार न्यूनतम तीन टुकड़ों के अधीन रहने हुए, प्रत्येक प्रकार तथा आकार की फिटिंगों को अन्तर्विष्ट करने वाले लॉट आकार का एक प्रतिशत होगा। कोई भी बोध अनुज्ञेय नहीं होगा।

5.2. बुझाने के परीक्षण के लिए प्रत्येक 1000 फिटिंगों में से एक ही प्रकार तथा आकार की एक फिटिंग या उसके भाग का परीक्षण किया जाएगा इसकी असफलता की वशा मूल नमूने के बुझने के बराबर नमूने का संवर्ग निकाला जाएगा और उसका परीक्षण किया जाएगा और यदि इस प्रकार निकाले गए सभी नमूने परीक्षण में पास हो जाते हैं तो लॉट स्वीकार कर लिया जाएगा।

6. पैकिंग:

6.1. जब तक विदेशी क्रेता द्वारा अवधि विनिर्दिष्ट न किया जाए, प्रत्येक फिटिंग को टिशू पेपर पालिथीन बैग में लपेटा जाएगा और फिर कोई बोर्ड या नालीदार बाईबर बोर्ड में पैक किया जाएगा।

6.2. 50 कि०ग्रा० तक के भार वाले पैकेज उसमें रखे माल या स्वयं पैकेज को हानि पहुंचाए बिना, 1.40 से०मी० की ऊंचाई से गिराये जाने पर ठीक ठाक रहने चाहिए।

6.3. पैकेजों को मौसम तथा आर्द्रता संदर्भों के प्रतिकूल प्रभावों से पर्याप्त रूप से सुरक्षित किया जाएगा।

अनुसूची III

(नियम 4 देखिए)

अधिनियम की धारा 6 के अधीन सफाई जल फिटिंगों के लिए

साध्यताप्राप्त विनिर्देश

(क) राष्ट्रीय और अन्तरराष्ट्रीय मानक तथा निर्यात निरीक्षण परिषद् द्वारा मान्य अन्य शास्त्राओं के मानक।

(ख) इस आदेश के उपाध में विनिर्दिष्ट न्यूनतम विशेषताओं की पूर्ति करते हुए उत्पाद के अधीन सांख्यिक विनिर्देश।

टिप्पण:—

- जब निर्यात संविदा तकनीकी आवश्यकताओं को निर्दिष्ट नहीं करती या केवल नमूनों पर आधारित होती है तब निर्यात-कर्ता को लिखित विनिर्देश देना चाहिए।
- परीक्षण प्रणाली राष्ट्रीय मानक के अनुसार होगी।

[सं० 6(5)/79-नि० नि० तथा नि० उ०]
सी० बी० कुकरेली, संयुक्त निदेशक

S.O. 2101.—In exercise of the powers conferred by section 17 of the Export (Quality Control and Inspection) Act, 1963 (22 of 1963) the Central Government hereby makes the following rules namely:—

1. Short title and commencement:—(i) These rules may be called the Export of Sanitary and Water Fittings (Quality Control and Inspection) Rules, 1980.

(ii) They shall come into force on the date of their publication in the Official Gazette.

2. Definitions:—In these rules, unless the context otherwise requires:—

- "Act" means the Export (Quality Control and Inspection) Act, 1963 (22 of 1963);
- "Agency" means any one of the Agencies established at Bombay, Calcutta, Cochin, Delhi and Madras under section 7 of the Act;
- "Sanitary and Water Fittings" shall mean all types of cocks taps ball valves, shower roses including all types of wall mixer and all Bath-room Fittings used for water supply and sanitation purposes, and shall also include the above in completely knocked down condition including assemblies and sub-assemblies thereof.
- "Schedule" means or Schedule appended to these matter.

3. Quality Control and Inspection—(1) Quality Control: The quality control of the Sanitary and Water Fittings intended for export shall be done with a view to seeing that the same conforms to the specifications recognised by the Central Government under section 6 of the Act, by effecting the following controls, at different stages of manufacture together with the levels of control as given in the Schedule I namely:—

(i) Boughtout materials and components control:—

- purchase specifications shall be laid down by the manufacturer incorporating the properties of materials or components to be used and shall have adequate norms of inspection or testing to ensure conformity of the incoming lots.
- the accepted consignments shall be either accompanied by a supplier's test or inspection certificates corroborating the requirements of the purchase specifications in which case occasional checks (that is to say once) once in each quarter of the year for the same supplier of the same materials shall be conducted by the manufacturer for a particular supplier to verify the correctness of the aforesaid test or inspection certificates; or the purchased materials or components shall be regularly inspected or tested either in a laboratory in the factory or in some other laboratory or test house;

(c) the sampling for inspection or test to be carried out shall be based on the basis of a standard AQL.

(d) after the inspection or test is carried out, systematic methods shall be adopted in segregating the accepted and rejected materials or components and in disposal of rejected materials or components.

- (e) adequate records in respect of the above mentioned controls shall be regularly and systematically maintained by the manufacturer.

(ii) Process Control :

- (a) detailed process specifications shall be laid down by manufacturer for different processes of manufacturer.
- (b) Equipments, instrumentations and facilities shall be adequate to control the processes as laid down in the process specification ;
- (c) Adequate records shall be maintained by the manufacturer to ensure the possibility of verifying the controls exercised during the process of manufacture

(iii) Product Control :

- (a) The manufacturer shall either have his own adequate testing facilities or shall have access to such testing facilities existing elsewhere to test the product as per the specifications recognised under section 6 of the Act namely :—

- (i) the specifications declared by the exporter to be the agreed specifications of the export contract between the foreign buyer and the exporter subject to the minimum specifications as set out in Schedule II.
- (ii) the relevant Indian or any other National Standard specifications :—
- (iii) the standards approved by the Government Department or Public utility concern of any foreign country.

- (b) sampling (wherever required) for testing shall be based on a standard AQL.

- (c) adequate records in respect of tests carried out shall be regularly and systematically maintained by the manufacturer.

(iv) Preservation Control :

- (a) A detailed specifications shall be laid down by the manufacturer to safeguard the products from adverse effects of weather conditions.

- (b) The product shall be well preserved both during storage and transit.

(v) Metrological Control :

Gauges and instruments used in the production and inspection shall be periodically checked or calibrated and records shall be maintained in the form of history cards by the manufacturer.

- (vi) Packing Control—The manufacturer shall lay down a detailed packing specifications for export packages and shall strictly adhere to the same.

(2) Inspection—The inspection of Sanitary and Water Fittings meant for export shall be done by drawing samples as per Schedule II annexed hereto from the consignments for carrying out examinations and testing of the same with a view to seeing that the consignment conforms to the standard specifications recognised by the Central Government under section 6 of the Act.

4. Basis of Inspection : Inspection of Sanitary and Water Fittings intended for export shall be carried out with a view to seeing that the same conform to the standard specifications recognised by the Central Government under section 6 of the Act which are reproduced in Schedule III either—

- (a) by ensuring that during the process of manufacture the quality control drills as specified in sub-rule (1) of rule 3 have been exercised ;

or

- (b) on the basis of inspection carried out in accordance with sub-rule (2) of rule 3 ;

or

- (c) by both.

5. Procedure of Inspection.—(1) (a) Any exporter intending to export a consignment of Sanitary and Water Fittings shall give an intimation in writing to any one of the Agencies of his intentions so to do, and submit along with such intimation a declaration either that the consignment of Sanitary and Water fittings has been or is being manufactured by exercising quality control measures as per control referred to under sub-rule (1) of rule 3 and that the consignment conforms to the standard specification recognised for the purpose ; or, of the specifications stipulated in the export contract, giving details of all the agency to carry out inspection in accordance with sub-rule (2) of rule 3.

(b) the exporter shall at the same time endorse a copy of such intimation to the nearest office of the Export Inspection Council Offices are as under :—

Head Office :

Export Inspection Council,
World Trade Centre (7th floor).
14/1B, Ezra Street,
Calcutta-700001.

Regional Offices :

1. Export Inspection Council,
Aman Chamber, 4th floor,
113, M. Karve Road,
Bombay-400004.

2. Export Inspection Council,
Manohar Building,
Mahatma Gandhi Road,
Ernakulam,
Cochin-682011.

3. Export Inspection Council,
Municipal Market Building,
3, Saraswati Marg,
Karol Bagh, New Delhi-110005.

(2) The exporter shall also furnish to the Agency the identification marks applied on the consignment.

(3) Every intimation and declaration under sub-rule (1) shall reach the office of the agency not less than seven days prior to the despatch of the consignment from the manufacturer's premises, or exporter's premises.

(4) (a) On receipt of the intimation and declaration under sub-rule (1) the agency on satisfying itself on the basis of inspection carried out as provided for under rule 4 and the instruction, if any, issued by the Council from time to time in this regard, that the consignment has been manufactured according to the standard specifications applicable to it within seven days shall issue a certificate declaring the consignment of Sanitary and Water Fitting, as export-worthy :

Provided that where the agency is not so satisfied it shall, within the said period of seven days, refuse to issue such certificate and communicate such refusal to the exporter along with the reason therefore.

(b) Except in cases where the exporter is himself the manufacturer of the consignment of Sanitary and Water Fittings and the inspection is carried out according to the provisions of sub-clause (a) or (c) of rule 4 in all other cases after completion of inspection the Agency shall immediately seal the packages of the consignment in a manner so as to ensure that the sealed goods cannot be tampered with. In case of rejection of the consignment, if the exporter so desires the consignment may not be sealed by the Agency. In such cases, however, the exporter shall not be entitled to prefer an appeal against the rejection.

6. Place of Inspection.—Inspection of Sanitary and Water fittings the purpose of these rules shall be carried out :

- (a) at the premises of the manufacture,

or

- (b) at the premises of which the consignment of Sanitary and Water fittings is offered for inspection by the exporter, provided adequate facilities for the purpose of inspection and testing exist therein.

7. Inspection fee.—Inspection fee shall be paid by the exporter to the Agency as under :

- (i) (a) for exports under in-process quality control schemes at the rate of 0.2 per cent of the F.O.B. value subject to a minimum of Rs. 20 per consignment ;
- (b) for exports under consignmentwise inspection at the rate of 0.4 per cent of the F.O.B. value subject to a minimum of Rs. 20 per consignment ;
- (ii) subject to a minimum of Rs. 20 per consignment, the rate shall be 0.18 per cent and 0.36 per cent for (a) and (b) respectively for manufacturer--exporters who are registered as Small Scale

Manufacturing units with the concerned Government of States Union Territories.

8. Appeal.—(1) Any person aggrieved by the refusal of the Agency to issue a certificate under sub-rule (4) of rule 5, may, within ten days of the receipt of the communication of such refusal prefer an appeal to an Appellate panel consisting of not less than three but not more than seven persons appointed for the purpose by the Central Government.

(2) At least two thirds of the total membership of the panel consist of non-officials.

(3) The quorum for the panel shall be three.

(4) The appeal shall be disposed of within 15 days of its receipt.

SCHEDULE 1

[See rule 3(1)]

Test/Inspection Characteristic	Requirements	No. of samples to be inspected tested.	Lot size/Remarks frequency
1. Boughtout Components			
(i) Dimension	As per standard specification	On the basis of standard A.Q.L.	Each Consignment
(ii) Visual	-do-	-do-	-do-
2. Process Control			
(i) Casting			
Material Composition	-do-	-do-	Each charge
(ii) Machining			
(a) Visual	-do-	-do-	Each day's production
(b) Dimension	-do-	-do-	-do-
(iii) Plating :			
(a) Bath temperature and time	-do-	-do-	Every half an hour under identical condition of manufacturing batch.
(b) Bath concentration	-do-	-do-	Every four hour.
(c) Adhesion	-do-	-do-	Every two hours under indentical condition of manufacturing batch.
(d) Plating thickness	-do-	-do-	-do-
(iv) Assembly	-do-	-do-	Each days' production
3. Product Testing :			
(i) Workmanship & Finish	-do-	-do-	Each batch of production of one type & size.
(ii) Hydraulic pressure teatat 300p.s.i. (20kgf/cm ²) or 21.87 P.S.I./175 MPA for Ball valves and tapered seat cocks.	-do-	-do-	-do-
(iii) Weight of fittings	-do-	-do-	-do-
*4. Packing			
(i) Appearance	-do-	Each	Each consignment.
(ii) Drop test	-do-	1 }	Each design.
(iii) Rolling test	-do-	1 }	
(iv) Water spraying test	-do-	1 }	
(Not applicable for paper cartons).			

*The package shall be well, finished and have a good appearance.

The packages shall be such as to ensure that the inner contents shall withstand Drop test, Rolling test and Water Spraying test as give below :—

Drop test.—(to be restricted to head loads upto 50 kgs. only). The packages to be dropped from a height of 100 cm, once on the largest flat surface, once

on the longest edge and once on any corner of its own.

Rolling test.—(to be restricted to a weight of 500 kgs. only). The packages to be subjected to rolling on its sides either six metres backward or twelve metres in the direction only.

Water Spraying test.—The package to be exposed to a water spray equivalent to a normal accidental monsoon shower for five minutes.

SCHEDULE II

[See rule 3(1)(III)(a),(I)]

Minimum specification for Sanitary and Water Fittings

1. Workmanship and finish :

1.1 Fittings shall be smooth, free from burrs, deep scratches and other manufacturing defects including casting defects.

1.2. Minor defects on threading shall be permissible provided they do not cause leakage when fitted with the mating parts.

1.3. When plated, the surfaces shall be uniform and free from plating defects such as pits, blisters, unplated spots and cracks.

1.4. Minor scratches and spot marks not exceeding two in numbers shall be permissible.

1.5. On surfaces such as sharp angles, bends, turning for shape etc. which may be inaccessible for the purpose of polishing apparent surface defects shall be permissible.

1.6. Marks formed by wires used for hanging while plating shall be permissible.

2. Weight and Pressure :

The weight of the fittings and pressure to be applied for hydraulic test will be as given in the table below :—

Sl. No.	Type	Mass (max)	Pressure
1.	Light fittings	(1) All types of cocks 350 gm. (2) All types of concealed cocks 450 gm. (3) All types of Mixers (Assembled with all accessories-1000 gm).	6.71 kgf/cm ² (100 psig)
2.	Other than light fittings	Above the weight requirements as given for light fittings	20 kgf/cm ² (300 psig)

Notes :—

1. Tolerances on mass as declared by the exporter will be ± 10 per cent.

2. Cocks with Taper seat assembly where there is no non-metallic sheet shall be tested at 10 psig.

3. Ball valves in the cistern shall be tested 21.87 psig (0.175 MPA).

4. PVC PIPES WHEREVER used with the fittings shall be capable of withstanding water flow test without any leakage.

3. Quenching Test for plated Fittings :

3.1. Each electro-plated fitting shall be capable of withstanding quenching test as given below :—

Fittings shall be heated in an oven for a period of one hour at a temperature indicated below :

Base Metal	Temperature
Zinc Alloy	150 deg. cent.
Copper and its Alloy	250 deg. cent.
&	
Aluminium and its alloys &	
Steel	300 deg. cent.

Note : Tolerance on temperature shall be ± 10 deg. cent.

At the end of the period the fitting shall be quenched in water at room temperature. The coating shall continue to adhere to the base metal after the fittings are subjected to this test. For this test, cutting of articles is not necessary.

3.2. The above test shall be carried out on the fittings after removing plastic rubber or ABS chrome plated parts, if any, attached to the fittings under test.

4. Thickness of Plated Fittings :

Thickness of Plated Fittings. The fittings if plated will have plating thickness as follows :—

Nickel—5 Microns.

Chromium—0.3 Microns.

Note : For period of six months from the date of enforcement of this order lower thickness of plating as follows will be permitted.

Nickel—3 Microns.

Chromium—0.2 Microns.

5. Sampling and Criteria for Conformity :

5.1 Samples size for visual inspection weight and hydraulic test will be one per cent of the lot size consisting of fittings of each type and size subject to minimum of 3 pieces. No defective shall be permissible.

5.2. For quenching and thickness of plating test one fitting out of every 1000 pieces or part thereof of one type and size shall be tested. In case of failure of the same, another set of samples double the original sample drawn shall be tested and the lot shall be accepted if all the samples so tested passed.

6. Packing :

6.1. Unless otherwise specified by the foreign buyer, each fitting shall be wrapped in a tissue paper/polythene bags packed a cardboard/corrugated fibre board box.

6.2 Packages weighing upto 50 kgs. shall be able to withstand a drop from a height of 100 cm. without any damage to content inside or the package itself.

6.3. Packages shall be adequately protected against adverse effect of weather and moisture contamination.

SCHEDULE III

(See Rule 4)

Specifications Recognised for Sanitary and Water Fittings under Section 6 of the Act

(a) National and International Standards and Standards of other bodies recognised by Export Inspection Council.

(b) Contractual specifications subject to the product satisfying the minimum of the characteristics specified in the Annexure to this order.

Note :—

(i) When the export contract does not indicate detailed technical requirements or based only samples then exporter should furnish a written down specification.

(ii) Methods of tests will be as per National Standards.

[No. 6(5)/79-EI and EP]

C. B. KUKRETI, Jt. Director

विदेश मंत्रालय

नई दिल्ली, 1 अगस्त, 1980

क्रा० अा० 2102.—राष्ट्रपति, विदेश मंत्रालय, नई दिल्ली, में संयुक्त सचिव श्री एम० के० मंगलमूर्ति को 13 जुलाई, 1980 के पूर्वाह्न में मुख्य पासपोर्ट अधिकारी और उत्प्रेषण महानियंत्रक नियुक्त करने हैं।

[संख्या सी०पी०ई०ओ०/6/80]

एम० के० वर्मा, अवसर सचिव

MINISTRY OF EXTERNAL AFFAIRS

New Delhi, the 1st August, 1980

S.O. 2102.—The President is pleased to appoint Shri M. N. Mangalmurti, Joint Secretary, Ministry of External Affairs, New Delhi as the Chief Passport Officer and Controller General of Emigration w.e.f. the forenoon of 15th July, 1980.

[No. CPFO/6/80]

S. K. VERMA, Under Secy.

कृषि मंत्रालय

(कृषि तथा सहकारिता विभाग)

नई दिल्ली, 12 अगस्त, 1980

का० आ० 2103 :—केन्द्रीय सरकार, बीज अधिनियम, 1966 (1966 का 54) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय बीज समिति से परामर्श के पश्चात्, अपनी यह राय होने पर कि कृषि के प्रयोजनों के लिए विक्रय किए जाने के लिए निम्नलिखित किस्मों के बीजों की नवाजिदी का विनियमन करना आवश्यक और समीचीन है, नीचे सारणी के स्तंभ (1) में विनिर्दिष्ट प्रकार के बीजों की उसके स्तंभ (2) में की तत्स्थानी प्रविष्टि में विनिर्दिष्ट उनकी किस्मों की धात, उक्त किस्मों को, उक्त अधिनियम के प्रयोजनों के लिए, संपूर्ण देश के लिए अधिसूचित किस्मों के रूप में घोषित करती है, अर्थात् :—

सारणी

प्रकार	किस्म
1	2
चौलाई	सी ओ 2
जो	बिलारा 2
करेला	सी ओ 41
उड़द	सी ओ 4
कपास	एम सी यू 9
कपास	महालक्ष्मी
लोबिया	कनकमणि
लोबिया	जी एफ सी 1
लोबिया	जी एफ सी 2
लोबिया	जी एफ सी 3
लोबिया	जी एफ सी 4
लोबिया	एस 488
चना	पूसा-209
मोठ	जाडिया
लैंड-लैंड	सी ओ 9
माखेल घास	गुजरात माखेल घास (जी एम जी 1)
भाजू	कुफ्री बहार
भाजू	कुफ्री बादशाह
सूरजमुखी	ई सी-69874
सूरजमुखी	ई सी-68415
सूरजमुखी	ई सी-68414
गेहूँ	के एस एम एल-3
धान	भद्रा (एम ओ 4)
धान	अनामिका
धान	सबर्ण
धान	सस्यभी

यह अधिसूचना तुरंत प्रभावी होगी।

[सं० 27012/1/80-एस बी]

एम० डी० अस्थाना, निदेशक

MINISTRY OF AGRICULTURE

(Department of Agriculture and Cooperation)

New Delhi, the 12th August, 1980

S.O. 2103.—In exercise of the powers conferred by section 5 of the Seeds Act, 1966 (54 of 1966), the Central Government, after consultation with the Central Seed Committee, being of opinion that it is necessary and expedient to regulate the quality of the kinds of seeds of the following varieties, the kinds of seeds specified in the column (1), in respect of varieties thereof specified in the corresponding entry in column (2), of the Table below, to be sold for the

purposes of agriculture, hereby declares the said varieties to be the notified varieties, for the entire country, for the purposes of the said Act, namely :—

TABLE

Kind	Variety
1	2
Amaranthus	CO-2
Barley	Bilara-2
Bitter Gourd	CO.1
Black Gram	CO.4
Cotton	MCU.9
Cotton	Mahalaxmi
Cowpea	Kanakamani
Cowpea	GFC.1
Cowpea	GFC.2
Cowpea	GFC.3
Cowpea	GFC.4
Cowpea	S-488
Gram	Pusa 209
Kidney bean (Moth)	Jadia
Lab-lab	CO.9
Marvel Grass	Gujrat Marvel
	Grass (GMG-1)
Potato	Kufri Bahar
Potato	Kufri Badshah
Sunflower	EC-69874
Sunflower	EC-68415
Sunflower	EC-68414
Wheat	KSML-3
Paddy	Bhadra (M.O.4)
Paddy	Anamika
Paddy	Swarna
Paddy	Sasyasree

This notification shall come into force with immediate effect

[No. 27012/1/80-SD]

M. D. ASTHANA, Director

शिक्षा और संस्कृति मंत्रालय

(शिक्षा विभाग)

नई दिल्ली, 5 अगस्त, 1980

शुद्धि पत्र

का० आ० 2104 :—इस मंत्रालय की अधिसूचना सं० एफ० 10-52/80-डिस्क(यू०), दिनांक 31 जुलाई, 1980 में रूपमा "श्री ई० बी० एक्वरन" के स्थान पर "श्री बी० बी० एक्वरन" पढ़ें।

[सं० एफ० 10-52/80-डिस्क (यू०)]

सोमनाथ पंडित, संयुक्त सचिव।

पूति और पुनर्वास मंत्रालय

(पुनर्वास विभाग)

नई दिल्ली, 26 जुलाई, 1980

का० आ० 2105 :—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा, राजस्थान सरकार, पुनर्वास विभाग के आयुक्त-व-सचिव, श्री मंगल बिहारी को, उनके अपने कार्यों के प्रति-रिक्त, राजस्थान में निष्क्रान्त सम्पत्तियों के संबंध में, उक्त अधिनियम के अधीन या उसके द्वारा, उप महाधिरक्षक को सौंपे गए कार्यों का निष्पादन करने के लिए उप महाधिरक्षक के रूप में नियुक्त करती है।

2. इससे अधिसूचना संख्या-1 (30)/विशेष सैन/75-एस० एस०-II दिनांक 12-11-1979 का अधिग्रहण किया जाता है।

[संख्या-1(30)/वि० स०/75-एस० एस०-II]

MINISTRY OF SUPPLY & REHABILITATION

(Department of Rehabilitation)
New Delhi, the 26th July, 1980

S.O. 2105.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Shri Mangal Behari, Commissioner-cum-Secretary, Rehabilitation Department, Government of Rajasthan, as Deputy Custodian General of Evacuee Property for the purpose of discharging in addition to his own duties, the duties imposed on such Deputy Custodian General by or under the said Act in respect of evacuee properties in the Rajasthan State.

2. This supersedes Notification No. 1(30)/Spl. Cell/75-SS. II, dated 12th November, 1979.

[No. 1(30)/Spl. Cell/75-SS. II]

का० प्रा० 2106.—निष्क्रान्त सम्पत्ति प्रशासन अधिनियम, 1950 (1950 का 31) की धारा 5 द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार इसके द्वारा, पुनर्वास विभाग में उप मुख्य-बंबोबस्त प्रायुक्त के रूप में कार्य कर रहे श्री एम० पी० सूद को उक्त अधिनियम के अधीन या उसके द्वारा उप महाभिरक्षक को सौंपे गए कार्यों का निष्पादन करने के लिए उप महाभिरक्षक के रूप में नियुक्त करती है।

[संख्या-1(15)/वि० से०/78-एस० एस०-II(1)]

एन० एम० वाधवानी, अवर सचिव

S.O. 2106.—In exercise of the powers conferred by Section 5 of the Administration of Evacuee Property Act, 1950 (31 of 1950), the Central Government hereby appoints Shri S. P. Sud, Deputy Chief Settlement Commissioner in the Department of Rehabilitation as Deputy Custodian General of Evacuee Property for the purpose of performing the functions assigned to such Deputy Custodian General by or under the said Act.

[No. 1(15)/Spl. Cell/78-SS. II(i)]

N. M. WADHWANI, Under Secy.

संचार मंत्रालय

(डाक तार बोर्ड)

नई दिल्ली, 6 अगस्त, 1980

का० प्रा० 2107.—स्थायी आदेश संख्या 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खंड III के पैरा (क) के अनुसार डाक-तार महानिदेशक ने तारापुर टेलीफोन केन्द्र में दिनांक 1-9-80 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[संख्या 5-4/80-पी एच बी]

MINISTRY OF COMMUNICATIONS

(P & T Board)

New Delhi, the 6th August, 1980

SO. 2107.—In pursuance of para (a) of section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 1st September, 1980 as the date on which the Measured Rate System will be introduced in Tarapur Telephone Exchange, Maharashtra Circle.

[No. 5-4/80-PHB.]

नई दिल्ली, 12 अगस्त, 1980

का. आ. 2108.—स्थायी आदेश 627, दिनांक 8 मार्च, 1960 द्वारा लागू किए गए भारतीय तार नियम, 1951 के नियम 434 के खण्ड 3 के पैरा (क) के अनुसार डाक-तार महानिदेशक ने अनचल व अयुर टेलीफोन केन्द्रों में दिनांक 16-3-80 से प्रमाणित दर प्रणाली लागू करने का निर्णय किया है।

[सं. 5-11/79-पी एच बी]

आर. सी. कटारिया, सहायक महानिदेशक

New Delhi, the 12th August, 1980

S.O. 2108.—In pursuance of para (a) of Section III of Rule 434 of Indian Telegraph Rules, 1951, as introduced by S.O. No. 627 dated 8th March, 1960, the Director General, Posts and Telegraphs, hereby specifies 16-3-80 as the date on which the Measured Rate System has been introduced in Anchal and Ayur Telephone Exchange, Kerala Circle.

[No. 5-11/79-PHB]

R. C. KATARIA, Assistant Director General (PHB)

श्रम मंत्रालय

नई दिल्ली, 4 अगस्त, 1980

का० प्रा० 2109.—केन्द्रीय सरकार ने कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 8 के खण्ड (क) के अनुसरण में श्री आर० के० ए० सुब्रह्मण्य, अवर सचिव, भारत सरकार, श्रम मंत्रालय को कर्मचारी राज्य बीमा निगम की स्थायी समिति के सदस्य के रूप में नामनिर्दिष्ट किया है:

अतः अब केन्द्रीय सरकार, कर्मचारी राज्य बीमा अधिनियम, 1948 (1948 का 34) की धारा 8 के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० प्रा० 938 तारीख 31 मार्च, 1980 द्वारा यथा-संशोधित भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० प्रा० 477(इ), दिनांक 16 जुलाई, 1976 में, निम्नलिखित संशोधन करती है, अर्थात् :—

संशोधन

उक्त अधिसूचना में, "सदस्य" शीर्षक के नीचे मद्द 2, के सामने की प्रविष्टि के स्थान पर निम्नलिखित प्रविष्टि रखी जाएगी, अर्थात् :—

"श्री आर० के० ए० सुब्रह्मण्य,

अवर सचिव,

भारत सरकार,

श्रम मंत्रालय,

नई दिल्ली।"

[संख्या यू-16012/2/80-एच० आई०]

MINISTRY OF LABOUR

New Delhi, the 4th August, 1980

S.O. 2109.—Whereas the Central Government has, in pursuance of clause (b) of section 8 of the Employees' State Insurance Act, 1948 (34 of 1948) nominated Shri R. K. A. Subrahmanya, Additional Secretary in the Ministry of Labour, as Member of the Standing Committee of Employees' State Insurance Corporation;

Now, therefore, in pursuance of section 8 of the Employees' State Insurance Act, 1948 (34 of 1948), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 477(E), dated the 16th July, 1976, as

amended by the Notification of the Government of India in the Ministry of Labour No. S.O. 938 dated the 31st March, 1980, namely :—

AMENDMENT

In the said notification, under the heading "Members" against item 2, for the existing entry, the following entry shall be substituted, namely :—

"Shri R. K. A. Subrahmanya,
Additional Secretary,
Ministry of Labour,
Government of India,
New Delhi."

[File No. U-16012/2/80-HI]

का० आ० 2110.—मैसर्स उगोमी प्राइवेट लिमिटेड, अहमदाबाद, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) (जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अधिदाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा निगम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फायदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप से सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय है;

अतः, अत्र, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट बातों के अधीन रहते हुए, उक्त स्थापन को, 1 मार्च, 1980 से 28 फरवरी, 1982 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर निश्चित करे।

2. नियोजक, ऐसे निरीक्षण प्रसारों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम का धारा 17 की उपधारा (3क) के खण्ड (क) के अधीन निश्चित करे।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रसारों का संवाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की एक प्रति, और जब कभी उनसे संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य श्रावों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है, तो नियोजक, समूह बीमा स्कीम के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा निगम को संवत्न करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए

समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूह बीमा स्कीम में किसी बात के होने हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वशा में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशितों को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पहले अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिकार करता है तो, उन भूत सदस्यों के नाम निर्देशितियों या विधिक वारिसों के, जो वह छूट न दी जाने की वशा में उक्त स्कीम के अन्तर्गत होते, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन होने वाले किसी सदस्य की मृत्यु होने पर, उसके हकदार नाम निर्देशितियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक वशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्यावहारिक स्थापन

इस मामले में पूर्वापेक्षा प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिए प्राप्त आवश्यक पत्र का कार्यवाई पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वापेक्षा प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[सं० एस-35014/78/80 पं० एफ०-II]

S.O. 2110.—Whereas Messrs Ugomi Private Limited, Ahmedabad (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Scheduled annexed hereto, the Central Government hereby exempts with effect from 1st March, 1980 and upto 28th February, 1982, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees' Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat, and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under this Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee/legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014/78/80 P.F. II]

का० धा० 2111-मैसर्स मशीनगज प्राइवेट लिमिटेड, अहमदाबाद, (जिसे इसमें इसके पश्चात् उक्त स्थापन कहा गया है) ने कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) जिसे इसमें इसके पश्चात् उक्त अधिनियम कहा गया है) की धारा 17 की उपधारा (2क) के अधीन छूट दिए जाने के लिए आवेदन किया है ;

और केन्द्रीय सरकार का समाधान हो गया है कि उक्त स्थापन के कर्मचारी, कोई पृथक् अभिवाय या प्रीमियम का संदाय किए बिना ही, भारतीय जीवन बीमा नियम की समूह बीमा स्कीम के अधीन जीवन बीमा के रूप में फासदा उठा रहे हैं और ऐसे कर्मचारियों के लिए ये फायदे उन फायदों से अधिक अनुकूल हैं जो कर्मचारी निक्षेप से सम्बद्ध बीमा स्कीम, 1976 (जिसे इसमें इसके पश्चात् उक्त स्कीम कहा गया है) के अधीन उन्हें अनुज्ञेय हैं ;

अतः, प्रभ, केन्द्रीय सरकार, उक्त अधिनियम की धारा 17 की उपधारा (2क) द्वारा प्रवृत्त शक्तियों का प्रयोग करते हुए और इससे उपाबद्ध अनुसूची में विनिर्दिष्ट शर्तों के अधीन रहते हुए, उक्त स्थापन को, 1 मार्च, 1980 से 28 फरवरी, 1982 तक उक्त स्कीम के सभी उपबन्धों के प्रवर्तन से छूट देती है ।

अनुसूची

1. उक्त स्थापन के संबंध में नियोजक प्रादेशिक भविष्य निधि आयुक्त, गुजरात को ऐसी विवरणियां भेजेगा, ऐसे लेखा रखेगा और निरीक्षण के लिए ऐसी सुविधाएं प्रदान करेगा जो केन्द्रीय सरकार, समय-समय पर विनिर्दिष्ट करें।

2. नियोजक, ऐसे निरीक्षण प्रभारों का प्रत्येक मास की समाप्ति से 15 दिन के भीतर संदाय करेगा जो केन्द्रीय सरकार, समय-समय पर उक्त अधिनियम की धारा 17 की उपधारा (3क) के खंड (क) के अधीन विनिर्दिष्ट करें।

3. समूह बीमा स्कीम के प्रशासन में, जिसके अन्तर्गत लेखाओं का रखा जाना, विवरणियों का प्रस्तुत किया जाना, बीमा प्रीमियम का संदाय, लेखाओं का अंतरण, निरीक्षण प्रभारों का संदाय आदि भी है, होने वाले सभी व्ययों का वहन नियोजक द्वारा किया जाएगा।

4. नियोजक, केन्द्रीय सरकार द्वारा यथा अनुमोदित समूह बीमा स्कीम के नियमों की भी एक प्रति, और जब कभी उनमें संशोधन किया जाए, तब उस संशोधन की प्रति तथा कर्मचारियों की बहुसंख्या की भाषा में उसकी मुख्य बातों का अनुवाद, स्थापन के सूचना-पट्ट पर प्रदर्शित करेगा।

5. यदि कोई ऐसा कर्मचारी, जो कर्मचारी भविष्य निधि का या उक्त अधिनियम के अधीन छूट प्राप्त किसी स्थापन की भविष्य निधि का पहले से सदस्य है, उक्त स्थापन में नियोजित किया जाता है तो, नियोजक, समूह बीमा के सदस्य के रूप में उसका नाम तुरन्त दर्ज करेगा और उसकी बाबत आवश्यक प्रीमियम भारतीय जीवन बीमा नियम को संदर्भ करेगा।

6. यदि उक्त स्कीम के अधीन कर्मचारियों को उपलब्ध फायदे बढ़ाए जाते हैं तो, नियोजक समूह बीमा स्कीम के अधीन कर्मचारियों के लिए समूह बीमा स्कीम के अधीन उपलब्ध फायदे उन फायदों से अधिक अनुकूल हों, जो उक्त स्कीम के अधीन अनुज्ञेय हैं।

7. समूह बीमा स्कीम में किसी बात के होते हुए भी, यदि किसी कर्मचारी की मृत्यु पर इस स्कीम के अधीन संदेय रकम उस रकम से कम है जो उस कर्मचारी की वृत्ति में संदेय होती जब वह उक्त स्कीम के अधीन होता तो, नियोजक कर्मचारी के विधिक वारिस/नामनिर्देशित को प्रतिकर के रूप में दोनों रकमों के अंतर के बराबर रकम का संदाय करेगा।

8. समूह बीमा स्कीम के उपबन्धों में कोई भी संशोधन, प्रादेशिक भविष्य निधि आयुक्त, गुजरात के पूर्व अनुमोदन के बिना नहीं किया

जाएगा और जहाँ किसी संशोधन से कर्मचारियों के हित पर प्रतिकूल प्रभाव पड़ने की संभावना हो वहाँ, प्रादेशिक भविष्य निधि आयुक्त, अपना अनुमोदन देने से पूर्व कर्मचारियों को अपना दृष्टिकोण स्पष्ट करने का सुनिश्चित अवसर देगा।

9. यदि किसी कारणवश, स्थापन के कर्मचारी, भारतीय जीवन बीमा निगम की उस समूह बीमा स्कीम के, जिसे स्थापन पढ़ने अपना चुका है, अधीन नहीं रह जाते हैं, या इस स्कीम के अधीन कर्मचारियों को प्राप्त होने वाले फायदे किसी रीति से कम हो जाते हैं, तो यह छूट रद्द कर दी जाएगी।

10. यदि किसी कारणवश, नियोजक उस नियत तारीख के भीतर, जो भारतीय जीवन बीमा निगम नियत करे, प्रीमियम का संदाय करने में असफल रहता है, और पालिसी को व्यपगत हो जाने दिया जाता है तो, छूट रद्द कर दी जाएगी।

11. यदि नियोजक, प्रीमियम के संदाय, आदि में कोई व्यतिक्रम करता है तो, उन मृत सदस्यों के नाम निर्देशनियों या विधिक वारिसों के, जो वह छूट न दी जाने की दशा में उक्त स्कीम के अन्तर्गत हों, बीमा फायदों के संदाय का उत्तरदायित्व नियोजक पर होगा।

12. उक्त स्थापन के संबंध में नियोजक, इस स्कीम के अधीन आने वाले किसी सदस्य को मृत्यु होने पर, उसके हकदार नाम निर्देशनियों/विधिक वारिसों को बीमाकृत रकम का संदाय तत्परता से और प्रत्येक दशा में भारतीय जीवन बीमा निगम से बीमाकृत रकम प्राप्त होने के सात दिन के भीतर सुनिश्चित करेगा।

व्याख्यात्मक तालिका

इस मामले में पूर्वपिछी प्रभाव से छूट देनी आवश्यक हो गई है क्योंकि छूट के लिये प्राप्त आवेदन पत्र की कार्यवाही पर समय लगा। तथापि, यह प्रमाणित किया जाता है कि पूर्वपिछी प्रभाव से छूट देने से किसी के हित पर प्रतिकूल प्रभाव नहीं पड़ेगा।

[संख्या एस-35014/79/80-पी० एफ० 2-]

S.O. 2111.—Whereas Messrs Machinage Private Limited, Ahmedabad (hereinafter referred to as the said establishment) have applied for exemption under sub-section (2A) of section 17 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952) (hereinafter referred to as the said Act);

And whereas, the Central Government is satisfied that the employees of the said establishment, are, without making any separate contribution or payment of premium, in enjoyment of benefits under the Group Insurance Scheme of the Life Insurance Corporation of India in the nature of Life Insurance which are more favourable to such employees than the benefits admissible under the Employees Deposit-linked Insurance Scheme, 1976 (hereinafter referred to as the said Scheme);

Now, therefore, in exercise of the powers conferred by sub-section (2A) of section 17 of the said Act and subject to the conditions specified in the Schedule annexed hereto, the Central Government hereby exempts with effect from 1st March, 1980 and upto 28th February, 1982, the said establishment from the operation of all the provisions of the said Scheme.

SCHEDULE

1. The employer in relation to the said establishment shall submit such returns to the Regional Provident Fund Commissioner, Gujarat, maintain such accounts and provide for such facilities for inspection, as the Central Government may direct from time to time.

2. The employer shall pay such inspection charges as the Central Government may, from time to time, direct under clause (a) of sub-section (3A) of section 17 of the said Act, within 15 days from the close of every month.

3. All expenses involved in the administration of the Group Insurance Scheme, including maintenance of accounts submission of returns, payment of insurance premia, transfer of accounts, payment of inspection charges, etc. shall be borne by the employer.

4. The employer shall display, on the Notice Board of the establishment, a copy of the rules of the Group Insurance Scheme as approved by the Central Government and, as and when amended, alongwith a translation of the salient features thereof, in the language of the majority of the employees.

5. Where an employee, who is already a member of the Employees Provident Fund or the Provident Fund of an establishment exempted under the said Act, is employed in his establishment, the employer shall immediately enrol him as a member of the Group Insurance Scheme and pay necessary premium in respect of him to the Life Insurance Corporation of India.

6. The employer shall arrange to enhance the benefits available to the employees under the Group Insurance Scheme appropriately, if the benefits available to the employees under the said Scheme are enhanced, so that the benefits available under the Group Insurance Scheme are more favourable to the employees than the benefits admissible under the said Scheme.

7. Notwithstanding anything contained in the Group Insurance Scheme, if on the death of an employee the amount payable under this Scheme be less than the amount that would be payable had employee been covered under the said Scheme, the employer shall pay the difference to the legal heir/nominee of the employee as compensation.

8. No amendment of the provisions of the Group Insurance Scheme shall be made without the prior approval of the Regional Provident Fund Commissioner, Gujarat and where any amendment is likely to affect adversely the interest of the employees, the Regional Provident Fund Commissioner shall before giving his approval, give a reasonable opportunity to the employees to explain their point of view.

9. Where, for any reason, the employees of the establishment do not remain covered under the Group Insurance Scheme of the Life Insurance Corporation of India as already adopted by the establishment, or the benefits to the employees under the Scheme are reduced in any manner, the exemption shall be liable to be cancelled.

10. Where, for any reason, the employer fails to pay the premium within the due date, as fixed by the Life Insurance Corporation of India, and the policy is allowed to lapse, the exemption is liable to be cancelled.

11. In case of default, if any, made by the employer in payment of premium etc., the responsibility for payment of assurance benefits to the nominee or legal heirs of deceased members who would have been covered under the said Scheme but for grant of this exemption, will be that of the employer.

12. Upon the death of the member covered under the Scheme the employer in relation to the said establishment shall ensure prompt payment of the sum assured to the nominee legal heirs entitled for it and in any case within 7 days of the receipt of the sum assured from the Life Insurance Corporation of India.

Explanatory Memorandum

It has become necessary to give retrospective effect to the exemption in this case, as the processing of the application for exemption took time. However, it is certified that the grant of exemption with retrospective effect will not affect the interest of anybody adversely.

[No. S. 35014/79/80-PF II]

नई दिल्ली, 5 अगस्त, 1980

का० प्रा० 2112.—केन्द्रीय सरकार, कर्मकार प्रतिकर अधिनियम, 1923 (1923 का 8) की धारा 3 की उपधारा (2) के अनुसरण में, भारत सरकार के श्रम मंत्रालय की अधिसूचना संख्या का० प्रा० 2971, तारीख

9 दिसम्बर, 1961 का निम्नलिखित संशोधन करती है, अर्थात्:—

उक्त अधिसूचना की सारणी में, सिलिकोसिस के सामने, स्तंभ 3 के नीचे की प्रविष्टि के स्थान पर "6 मास" रखा जाएगा।

[संख्या एस०-37025/1/80-एच० आई०]

New Delhi, the 5th August, 1980

S.O. 2112.—In pursuance of sub-section (2) of section 3 of the Workmen's Compensation Act, 1923 (8 of 1923), the Central Government hereby makes the following amendment in the notification of the Government of India in the Ministry of Labour No. S.O. 2971, dated the 9th December, 1961, namely:—

In the Table to the said notification, against silicosis, for the entry under column 3 "6 months" shall be substituted.

[No. S-37025/1/80-HI]

नई दिल्ली, 8 अगस्त, 1980

का०आ० 2113.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स भारती सहकारी बैंक लिमिटेड, 434, सदाशिव पथ, पूना-30, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 जुलाई, 1977 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35018/110/79-पी०एफ०-2]

New Delhi, the 8th August, 1980

S.O. 2113.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Bharati Sahakari Bank Limited, 434, Sadashiv Peth, Poona-30, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the Thirty first day of July, 1977.

[No. S. 35018(110)/79-PF.II]

का०आ० 2114.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कृष्ण एण्ड मुनि 11/13, हारनिमन सर्किल, बोटावाला बिल्डिंग, दूसरी मंजिल, फोर्ट, मुम्बई-23, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 अप्रैल, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35018/8/79-पी०एफ०-2 (i)]

S.O. 2114.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Krishnan and Muni, 11/13, Horniman Circle Bottawala Building, 2nd Floor, Fort, Bombay-23, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1979.

[No S. 35018/8/80-PF.II(i)]

का०आ० 2115.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संशुद्ध विषय [में आवश्यक जांच करने के पश्चात 1 अप्रैल, 1979 से मैसर्स कृष्ण एण्ड मुनि, 11/13, हारनिमन सर्किल, बोटावाला बिल्डिंग, दूसरी मंजिल, फोर्ट, मुम्बई-23, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस०-35018/8/80-पी०एफ०-2(ii)]

S.O. 2115.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of April, 1979 the establishment known as Messrs. Krishnan and Muni, 11/13, Horniman Circle, Bottawala Building, 2nd Floor, Fort Bombay-23, for the purposes of the said proviso.

[No. S. 35018/8/80-PF.II(ii)]

का०आ० 2116.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनिवर्सल एक्सप्रेस ट्रेवल्स एण्ड टूरर्स (प्राइवेट) लिमिटेड, 14 रामपार्ट रोड, मुम्बई-23, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 दिसम्बर, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35018(6)/80-पी०एफ०-2]

S.O. 2116.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Universal Express Travels and Tours (Private) Limited, 14, Rampart Row, Bombay-23, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1978.

[No. S-35018/6/80-PF.II]

का० आ० 2117.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स इलेक्ट्रॉनिक्स, 691/1ए पूना-सतारा रोड, पूना-9, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 मई, 1977 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35018(120)/79-पी०एफ०-2]

S.O. 2117.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Electronica, 691/1A Poona-Satara Road, Poona-9, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of May, 1977.

[No. S-35018/120/79-PF.II]

का० आ० 2118.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सेंटर फार अर्थ साईंस स्टडीज, जवाहर नगर, त्रिवेन्द्रम, जिसके अन्तर्गत उसका क्षेत्रीय सेंटर, एर्नाकुलम भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 मार्च, 1980 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(10)/80-पी०एफ०-2(i)]

S.O. 2118.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Centre for Earth Science Studies, Jawaharnagar, Trivandrum including its Regional Centre, Ernakulam, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of March, 1980.

[No. S. 35019/10/80-PF.II(i)]

का० आ० 2119.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 मार्च, 1980 से मैसर्स सेंटर फार अर्थ साईंस स्टडीज जवाहर नगर, त्रिवेन्द्रम, जिसके अन्तर्गत उसका क्षेत्रीय सेंटर,

एर्नाकुलम भी है, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिश्चित करती है।

[का० सं० एस०-35019/10/80-पी०एफ०-2(ii)]

SO. 2119.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of March, 1980 the establishment known as Messrs. Centre for Earth Science Studies, Jawaharnagar, Trivandrum including its Regional Centre, Ernakulam, for the purposes of the said proviso.

[No. S. 35019/10/80-PF.II(ii)]

का० आ० 2120.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स सत्यनारायण साखसारिया (प्राइवेट) लिमिटेड, 11-ए, मिटल चैम्बर्स, नारीमन प्वाइंट, मुम्बई-21 जिसके अन्तर्गत (1) 13, मधुवन सोसाइटी आश्रम रोड, अहमदाबाद 14 और (2) पोस्ट बॉक्स नं० 11, श्री गंगानगर, राजस्थान, स्थित उसकी शाखाएं भी हैं, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 नवम्बर, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35018(143)/79-पी०एफ० 2(i)]

S.O. 2120.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Satyanarayana Sakhsaria (Private) Limited, 11-a, Mittal Chambers, Nariman Point, Bombay-21 including its branches at (1) 13, Madhuvan Society, Ashram Road, Ahmedabad-14 and (2) Post Box No. 11, Sri Ganganagar, Rajasthan, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of November, 1978.

[No S. 35018(143)/79-PF.II(ii)]

का० आ० 2121.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 नवम्बर, 78 से मैसर्स सत्यनारायण साखसारिया (प्राइवेट) लिमिटेड, 11-ए मिटल चैम्बर्स, नारीमन प्वाइंट, मुम्बई-21, जिसके अन्तर्गत (1) 13, मधुवन सोसाइटी, आश्रम रोड, अहमदाबाद-14 और (2) पोस्ट बॉक्स 11, श्री गंगानगर, राजस्थान, स्थित उसकी शाखाएं भी हैं, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिश्चित करती है।

[का० सं० एस०-35018/143/79-पी०एफ०-2(ii)]

S.O. 2121.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and

Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of November, 1978 the establishment known as Messrs. Satyanarayana Sekhsaria (Private) Limited, 11-A, Mittal Chambers, Nariman Point, Bombay-21 including its branches at (1) 13, Madhuvan Society, Ashram Road Ahmedabad-14 and (2) Post Box No.11, Sri Ganganagar, Rajasthan, for the purposes of the said proviso.

[No. S. 35018(143)/79-PF.II(ii)]

का० आ० 2122.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स डी० एम० घिया इन्वेस्टमेंट्स (प्राइवेट) लिमिटेड, मर्चेंट चेंबर, 41, न्यू मारिन लाइन्स, मुम्बई-20 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 जनवरी, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35018(2)/80-पी०एफ०-2]

S.O. 2122.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs D. M. Ghia Investments (Private) Limited, Merchant Chamber, 41, New Marine Lines, Bombay-20, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January, 1978.

[No. S. 35018/3/80-PF.II]

का० आ० 2123.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स चोइथराम हॉस्पिटल एण्ड रिसर्च सेंटर, मानिक बाग रोड, इंदौर (मध्य प्रदेश), नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 अक्टूबर, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(11)/80-पी०एफ०-2]

S.O. 2123.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Choithram Hospital and Research Centre, Manik Bagh Road, Indore (Madhya Pradesh), have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of October, 1979.

[No. S. 35019/11/80-PF.II]

का० आ० 2124.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स स्कूटर्स केरल लिमिटेड, पोस्ट बॉक्स नं० 290, एलेप्पी-3, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 अगस्त, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(270)/79-पी०एफ०-2]

S.O. 2124.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Scooters Kerala Limited, Post Box No. 290, Alleppey-3, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of August, 1979.

[No. S. 35019/270/79-PF.II]

का० आ० 2125.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स यूनाइटेड पब्लिशर्स, पान बाजार, मुख्य सड़क, गोहाटी-1 नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 जुलाई, 1977 को प्रवृत्त हुई समझी जाएगी।

[सं० एस०-35019(269)/79-पी०एफ०-2]

S.O. 2125.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs United Publishers, Pan Bazar, Main Road, Gauhati-1, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of July, 1977.

[No. S. 35019/269/79-PF.II]

का० आ० 2126.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स बालाभूषणबाबु बनिधान स्टोर्स, 96, उम्पू० जी० रोड, तुतीकोरिन-2, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस

बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 जनवरी, 1977 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019/300/79-पी० एफ०-2]

S.O. 2126.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Balamurugan Banian Stores, 96, W.G.C. Road, Tuticorin-2, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of January, 1977.

[No. S. 35019/300/79-PF.II]

का० आ० 2127.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स मुक्ति इंजीनियरिंग वर्क्स, 1-बी/2, खाजा मोहिदीन स्ट्रीट, पालक्काराय, त्रिची-8, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 सितम्बर, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(3)/80-पी० एफ० II]

S.O. 2127.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Moorthy Engineer-in Works, 1-B/2, Khaja Mohindeen Street, Palakkarai, Trichy-8, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of September, 1979.

[No. S. 35019(3)/80-PF.II]

का० आ० 2128.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स श्रीम फुड्स (प्राइवेट) लिमिटेड, एनिकुलम, जिसके अन्तर्गत (i) प्रशासनिक कार्यालय XXIX/1390A, कदावन्था, कोचीन-682020, (ii) कारखाना, XIV, के केमिकल इण्डस्ट्रियल इस्टेट, अरूर-600534 और (iii) कारखाना, 24/502, नया थियेटर के पीछे, त्रिवेन्द्रम-14 स्थित उसकी शाखाएं भी हैं नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किये जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 जनवरी, 1980 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019/9/80-पी० एफ० 2]

S.O. 2128.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Kream Foods (Private) Limited, Ernakulam including their branches at (i) Administrative Office at XXIX/1390A, Kadavanthra, Cochin-682020, (ii) factory at XIV, Chemical Industrial Estate, Aroor-600534 and (iii) factory at 24/502, Behind New Theatre, Truvandrum-14 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of January, 1980.

[No. S. 35019/9/80-PF.II]

का० आ० 2129.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स साइकोटेनस, 31/ए-1, माउंट रोड, गुइन्दी, मद्रास-32, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 जनवरी, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(235)/79-पी० एफ० 2]

S.O. 2129.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Microturns, 31/A-1, Mount Road, Guindy, Madras-32, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of January 1979.

[No. S. 35019(235)/79-PF.II]

का० आ० 2130.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स हैरिसन केमिकल इण्डस्ट्रीज, 8, नेताजी सुभाष रोड, कलकत्ता 1, जिसके अन्तर्गत कैनाल दक्षिण रोड, पगलाइया, कलकत्ता-39, स्थित उसकी शाखा भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 अगस्त, 1978 को प्रवृत्त हुई समझी जाएगी।

सं० एस० 35017/2/80-पी० एफ० 2]

S.O. 2130.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Harrison Chemical Industries, 8, Netaji Subhas Road, Calcutta-1 including its branch at Canal South Road, Pagladanga, Calcutta-39, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of August, 1978.

[No. S. 35017/2/80-PF.II]

का० आ० 2131.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स के० बालाकृष्णन नायर मर्चेण्ट्स एण्ड कमीशन एजेंट, ज्यू टाउन, कोचीन तालुक, एर्नाकुलम, जिला मट्टनचेरी ग्राम नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 मार्च, 1980 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35019(4)/80-पी० एफ० 2(ii)]

S.O. 2131.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs K. Balakrishnan Nair Merchants and Commission Agent, Jew Town, Cochin-2, Cochin Taluk, Ernakulam District Mattancherry Village, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of March, 1980.

[No. S. 35019/4/80-PF.II(i)]

का० आ० 2132.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 31 मार्च, 1980 से मैसर्स के० बालाकृष्णन नायर मर्चेण्ट्स एण्ड कमीशन एजेंट, ज्यू टाउन, कोचीन-2, कोचीन तालुक, एर्नाकुलम जिला मट्टनचेरी ग्राम, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस० 35019/4/80-पी० एफ०-2(ii)]

S.O. 2132.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the thirty-first day of March, 1980 the establishment known as Messrs K. Balakrishnan Nair Merchants and Commission Agent, Jew Town, Cochin-2, Cochin Taluk, Ernakulam District, Mattancherry Village, for the purposes of the said proviso.

[No. S. 35019/4/80-PF.II(ii)]

का० आ० 2133.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स कैलोटाइप इण्डिया-7, इण्डियन मिरर स्ट्रीट, कलकत्ता-13, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत

हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

[यह अधिसूचना 31 अक्टूबर, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35017(91)/79-पी० एफ० 2(i)]

S.O. 2133.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Calotype India, 7, Indian Mirror Street, Calcutta-13, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of October, 1978.

[No. S. 35017(91)/79-PF. II(i)]

का० आ० 2134.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 31 अक्टूबर, 1978 से मैसर्स कैलोटाइप इण्डिया, 7, इण्डियन मिरर स्ट्रीट, कलकत्ता-13, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस० 35017/91/79-पी० एफ० 2(ii)]

S.O. 2134.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the thirty-first day of October, 1978 the establishment known as Messrs Calotype India, 7, Indian Mirror Street, Calcutta-13, for the purposes of the said proviso.

[No. S. 35017(91)/79-PF. II(ii)]

का० आ० 2135.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स विश्व इंजीनियरिंग वर्क्स-II, 20, जी० टी० रोड, बेलूर, हावड़ा, पश्चिमी बंगाल जिसके अन्तर्गत 62 ए, हाजरा रोड, कलकत्ता-19 स्थित उसकी शाखा भी है, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 फरवरी, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35017(78)/79-पी० एफ०-2(ii)]

S.O. 2135.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Vishwa Engineering Works-II, 20, G. T. Road, Belur, Howrah, West Bengal, including its branch at 62A, Hazra Road, Calcutta-19, have agreed that the provisions of the Employees' Provident

Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of February, 1979.

[No. S. 35017(78)/79-PF. II(i)]

का० आ० 2136.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संबद्ध विषय में आवश्यक जांच करने के पश्चात् 1 फरवरी, 1979 से मसैस विश्व इंजीनियरिंग वर्क्स-2, जी० टी० रोड, बैलूर, हावड़ा, पश्चिमी बंगाल, जिसके अन्तर्गत 62 ए, हाजरा रोड, कलकत्ता-19 स्थित उसकी शाखा भी है, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस० 35017(78)/79-पी० एफ० 2(ii)]

S.O. 2136.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of February, 1979 the establishment known as Messrs Vishwa Engineering Works-II, 20, G. T. Road, Belur, Howrah, West Bengal including its branch at 62A, Hazara Road, Calcutta-19, for the purposes of the said proviso.

[No. S. 35017(78)/79-PF. II(ii)]

का० आ० 2137.—केन्द्रीय सरकार को यह प्रतीत होता है कि मसैस नोवा ग्राफिक, लक्ष्मी मिल्स इस्टेट, ऑफ डा० ई० मोसेस रोड, महालक्ष्मी मुम्बई-11, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 अप्रैल, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018 (118)/79-पी० एफ० 2(i)]

S.O. 2137.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Novagrafik, Laxmi Mills Estate, Off. Dr. E. Moses Road, Mahalaxmi, Bombay-11, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of April, 1978.

[No. S-35018/118/79-PF. II(i)]

का० आ० 2138.—केन्द्रीय सरकार कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए संबद्ध विषय में आवश्यक

जांच करने के पश्चात् 1 अप्रैल, 1978 से मसैस नोवाग्राफिक, लक्ष्मी मिल्स इस्टेट, ऑफ डा० ई० मोसेस रोड, महालक्ष्मी, मुम्बई-11, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस० 35018(118)/79-पी० एफ० 2(ii)]

S.O. 2138.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of April, 1978 the establishment known as Messrs Novagrafik, Laxmi Mills Estate, Off. Dr. E. Moses Road, Mahalaxmi, Bombay-11, for the purposes of the said proviso.

[No. S. 35018(118)/79-PF. II(ii)]

का० आ० 2139.—केन्द्रीय सरकार को यह प्रतीत होता है कि मसैस पोपुलर वे-ब्रिज, 98, राजा दीनेन्द्र स्ट्रीट, कलकत्ता-6, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 31 दिसम्बर, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(68)/79-पी० एफ० 2(i)]

S.O. 2139.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Popular Weigh-bridge, 98-Raja Dinendra Street, Calcutta-6, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirty first day of December, 1978.

[No. S. 35018(68)/79-PF. II(i)]

का० आ० 2140.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए संबद्ध विषय में आवश्यक जांच करने के पश्चात् 31 दिसम्बर, 78 से मसैस पोपुलर वे-ब्रिज, 98, राजा दीनेन्द्र स्ट्रीट, कलकत्ता-6, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस० 35018(68)/79-पी० एफ० 2(ii)]

S.O. 2140.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter hereby specifies with effect from the thirty first day of December, 1978 the establishment known as Messrs Popular Weigh-bridge, 98, Raja Dinendra Street, Calcutta-6, for the purposes of the said proviso.

[No. S. 35018(68)/79-PF. II(ii)]

का० आ० 2141.—केन्द्रीय सरकार को यह प्रतीत होता है कि मसैस नीलम प्लास्ट, 7, मधुबन इण्डस्ट्रियल इस्टेट, महाकाली केटस, जकला, अंधेरी (पूर्व) मुम्बई-63, नामक स्थापन से सम्बद्ध नियोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य

निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिये;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 मई, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस-35018(132)/79-पी० एफ०-2(ii)]

S.O. 2141.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Neelam Plast, 7, Madhuben Industrial Estate, Mahakali Caves Road, Chakala, Andheri (East), Bombay-63 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of May 1978.

[No. S-35018(132)/79-PF. II(i)]

का० आ० 2142—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, संवद्ध विषय में आवश्यक जांच करने के पश्चात् 1 मई, 1978 से मैसर्स नीलम प्लास्ट, 7, मधुबेन इण्डस्ट्रियल इस्टेट, महाकाली केव्स रोड, चकला, अंधेरी (पूर्व), मुम्बई-63, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[का० सं० एस० 35018(132)/79-पी० एफ०-2(ii)]

S.O. 2142.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of May, 1978 the establishment known as Messrs Neelam Plast, 7, Madhuben Industrial Estate, Mahakali Caves Road, Chakala, Andheri (East), Bombay-63, for the purposes of the said proviso.

[No. S-35018(132)/79-PF. II(ii)]

का० आ० 2143—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स परसीस प्लास्टिक्स (प्राइवेट) लिमिटेड, 7, इंटरलिंक इण्डस्ट्रियल इस्टेट, केव्स रोड, जोगेश्वरी, (पूर्व), मुम्बई-60, नामक स्थापन में सम्बद्ध निरीक्षक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिये;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 जुलाई, 1979 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35018(1)/80-पी० एफ० II]

S.O. 2143.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Persis Plastics (Private) Limited, 7, Interlink Industrial Estate, Caves Road, Jogeshwari (East), Bombay-60, have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

560 GI/80—4

This notification shall be deemed to have come into force on the first day of July, 1979.

[No. S. 35018(1)/80-PF. II]

का० आ० 2144—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स महावीर प्रोपर्टीज (प्राइवेट) लिमिटेड, 33/1, नेताजी सुभाष रोड, कलकत्ता-1, जिसके अन्तर्गत 25 स्ट्रैंड रोड, कलकत्ता-1, स्थित शाखा भी है, नामक स्थापन में सम्बद्ध निरीक्षक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिये;

अतः, अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 30 जून, 1978 को प्रवृत्त हुई समझी जाएगी।

[सं० एस० 35017(89)/79-पी० एफ० II(i)]

S.O. 2144.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Mahavir Properties (Private) Limited, 33/1, Netaji Subhas Road, Calcutta-1 including its branch at 25, Strand Road, Calcutta-1 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment;

Now, therefore, in exercise of the powers conferred by sub-section (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the thirtieth day of June, 1978.

[No. S. 35017/89/79-PF. II(i)]

का० आ० 2145—केन्द्रीय सरकारी कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 30 जून, 1978 से मैसर्स महावीर प्रोपर्टीज (प्राइवेट) लिमिटेड, 33/1 नेताजी सुभाष रोड, कलकत्ता-1, जिसके अन्तर्गत 25, स्ट्रैंड रोड, कलकत्ता-1, स्थित उसकी शाखा भी है, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करता है।

[का० सं० एस० 35017(89)/79-पी० एफ० II(ii)]

S.O. 2145.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the thirtieth day of June, 1978 the establishment known as Messrs Mahavir Properties (Private) Limited, 33/1, Netaji Subhas Road, Calcutta-1 including its branch at 25, Strand Road, Calcutta-1, for the purposes of the said proviso.

[No. S. 35017(89)/79-PF. II (ii)]

का० आ० 2146—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बद्ध विषय में आवश्यक जांच करने के पश्चात् 1 अगस्त, 1978 से मैसर्स हैरिसन केमिकल इण्डस्ट्रीज, 8, नेताजी सुभाष रोड, कलकत्ता-1, जिसके अन्तर्गत कैलाश वसिष्ठ रोड, एगलांडगा, कलकत्ता-39, स्थित उसकी शाखा भी है, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करता है।

[का० सं० एस० 35017/280-पी० एफ० II(ii)]

S.O. 2146.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of August, 1978 the establishment known as Messrs. Harrison Chemical Industries, 8, Netaji Subhas Road Calcutta-1 including the branch at Canal South Road, Pagladanga, Calcutta-39 for the purposes of the said proviso.

[No. S. 35017/2/80 PF. II(ii)]

कांआ 2147.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बन्ध विषय में आवश्यक जांच करने के पश्चात् 31 जुलाई, 1977 से मैसर्स भारती सहकारी बैंक लिमिटेड 434, सदाशिव पैठ, पूना-30, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[सं. एम०-35018/110/79 पी०एफ०-II(ii)]

S.O. 2147.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the thirty-first day of July, 1977 the establishment known as Messrs Bharati Sahakari Bank Limited, 434, Sadashiv Peth, Poona-30, for the purposes of the said proviso.

[No. S. 35018(110)/79-PF. II(ii)]

कांआ० 2148.—केन्द्रीय सरकार को यह प्रतीत होता है कि मैसर्स प्रैम-ग्रिप (प्राइवेट) लिमिटेड, न० 157, माउण्ट रोड, मद्रास-2, नामक स्थापन से सम्बन्ध निरोजक और कर्मचारियों की बहुसंख्या इस बात पर सहमत हो गई है कि कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) के उपबन्ध उक्त स्थापन को लागू किए जाने चाहिए ;

अतः अब, उक्त अधिनियम की धारा 1 की उपधारा (4) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए केन्द्रीय सरकार उक्त अधिनियम के उपबन्ध उक्त स्थापन को लागू करती है।

यह अधिसूचना 1 मार्च, 1979 को प्रचलित हुई समझी जाएगी।

[सं. एम० 35019(276)/79-पी०एफ०-2(i)]

S.O. 2148.—Whereas it appears to the Central Government that the employer and the majority of the employees in relation to the establishment known as Messrs Prece-Grip (Private) Limited, No. 157, Mount Road, Madras-2 have agreed that the provisions of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), should be made applicable to the said establishment ;

Now, therefore, in exercise of the powers conferred by subsection (4) of section 1 of the said Act, the Central Government hereby applies the provisions of the said Act to the said establishment.

This notification shall be deemed to have come into force on the first day of March, 1979.

[No. S. 35019(276)/79-PF. II(i)]

कांआ० 2149.—केन्द्रीय सरकार, कर्मचारी भविष्य निधि और प्रकीर्ण उपबन्ध अधिनियम, 1952 (1952 का 19) की धारा 6 के प्रथम परन्तुक द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, सम्बन्ध विषय में आवश्यक जांच करने के पश्चात् 1 मार्च, 1979 से मैसर्स प्रैस-ग्रिप (प्राइवेट) लिमि० न० 157, माउण्ट रोड, मद्रास-2, नामक स्थापन को उक्त परन्तुक के प्रयोजनों के लिए विनिर्दिष्ट करती है।

[कां० सं० एम० 35019(276)/79-पी०एफ०-2(ii)]

हंस राज छाबड़ा उप सचिव

S.O. 2149.—In exercise of the powers conferred by the first proviso to section 6 of the Employees' Provident Funds and Miscellaneous Provisions Act, 1952 (19 of 1952), the Central Government, after making necessary enquiry into the matter, hereby specifies with effect from the first day of March, 1979 the establishment known as Messrs. Prece-Grip (Private) Limited, No. 157, Mount Road, Madras-2, for the purposes of the said proviso.

[No. S. 35019(276)/79-PF. II(ii)]

HANS RAJ CHHABRA, Dy. Secy.

New Delhi, the 5th August, 1980

S.O. 2150.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 1, Dhanbad, in the industrial dispute between the employers in relation to the management of Giridih Colliery of Messrs Central Coalfields Limited, Post office Benedih, District Giridih and their workmen, which was received by the Central Government on the 26th July, 1980.

BEFORE MR. JUSTICE B K. RAY, PRESIDING
OFFICER, CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 1, DHANBAD

In the matter of a reference under Sec 10(1)(d) of the Industrial Disputes Act, 1947.

Reference No. 11 of 1978

PARTIES :

Employers in relation to the management of Giridih Colliery of Messrs Central Coalfields Limited, Post Office Benedih, Dist. Giridih.

AND

Their Workmen.

APPEARANCES :

For the Employers—Shri T. P. Choudhury, Advocate.
For the Workman—Shri S. Das Gupta, Joint General Secretary, Rashtriya Colliery Mazdoor Sangh.

STATE : Bihar

INDUSTRY : Coal

Dhanbad, the 22nd July, 1980

AWARD

By Order No. L-20012/207/77-D. III(A) dated 7th July, 1978, the Central Government being of opinion that an industrial dispute exists between the employers in relation to the management of Giridih Colliery of Messrs Central Coalfields Limited, Post Office Benedih, District Giridih and their workmen in respect of the matters specified in the Schedule annexed to the order, have referred the dispute to this Tribunal for adjudication. The schedule to the order reads thus :

“Whether the demand that Shri K. Anthony, Crane Operator in Giridih Colliery of Central Coalfields Limited, Post Office Benedih, District Giridih should be placed in the monthly scale of Rs. 416-23-40-650 with effect from 15th August, 1967 and in the scale of Rs. 600.60-29.90-897.00 with effect from 1st January, 1975, is justified? If so, to what relief is the said workman entitled?”

2. After receipt of the reference by this Tribunal parties have been noticed and have filed their respective written statements. When the case was taken up for hearing on 17th July, 1980 parties to the dispute filed a settlement said to have been arrived at by them resolving the dispute referred to this Tribunal for adjudication in terms embodied in the settlement. They also prayed that an award be passed in terms of the settlement. The terms of the settlement were admitted by Mr. T. P. Choudhury for the management and by Sri S. Das Gupta for the union. Requisite number of copies of the settlement were also filed. By the order on the aforesaid date the Tribunal has held that the terms of the settlement to be fair and reasonable and has accepted the prayer of the parties for passing an award accordingly. Therefore in terms of the settlement the following award is passed. The concerned workman Sri K. Anthony will be fitted in

the daily rated pay scale of Crane Operator Grade I (Rs. 23.00-1.15-34.50) NCWA I from the day he reported for duty at Giridih Colliery namely from 23rd January, 1976 and his basic pay will be fixed at the stage of Rs. 27.60. He will earn annual increments on the anniversary of this date. His pay will be correspondingly fixed in NCWA II with effect from 1st January, 1979. On fitment as from 23rd January, 1976, Shri Anthony will be governed by the same service conditions as applicable to the daily rated employees of CCL read with Certified Standing Orders of erstwhile NCDC/Wage Board recommendation to the extent acceptable by the Central Government for daily rated workers and will cease to get additional benefits such as leave etc. which he was enjoying under the NCDC rules. For the period prior to 23rd January, 1976 he will be paid a lumpsum amount of Rs. 2500. He will be paid 75 per cent of the difference of wages worked out on basic pay of Rs. 25.30 and Rs. 27.60 during the period from 23rd January, 1976 to 31st December, 1978. This will be in full and final settlement of his claim and the union on his behalf. The settlement filed by the parties will form part of the award.

B. K. RAY, Presiding Officer.

[No. L-20012/207/77-D. III(A)]

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 1, DHANBAD

Reference No. 11 of 1978

PARTIES :

Employers in relation to the Management of Giridih Colliery of M/s. Central Coalfields Ltd.

AND

Their workman represented by Rashtriya Colliery Mazdoor Sangh, Dhanbad.

The parties beg to state that after mutual negotiations, the dispute has been settled between the parties on the following terms :—

- (a) The concerned workman Shri K. Anthony will be fixed in the daily rated pay scale of Crane Operator Grade I (Rs. 23.00-1.15-34.50) NCWA I from the day he reported for duty at Giridih Colliery namely from 23-1-76 and his basic pay will be fixed at the stage of Rs. 27.60. He will earn annual increments on the anniversary of this date.
- (b) His pay will be correspondingly fixed in NCWA II with effect from 1-1-1979.
- (c) On fitment as from 23-1-1976, Shri Anthony will be governed by the same service conditions as applicable to the daily rated employees of CCL read with Certified Standing Orders of erstwhile NCDC/Wage Board recommendation to the extent acceptable by the Central Government for daily rated workers and will cease to get additional benefits such as leave etc. which he was enjoying under the NCDC rules.
- (d) For the period prior to 23-1-76 he will be paid a lumpsum amount of Rs. 2500 (Two Thousand Five Hundred).
- (e) Shri Anthony will, however, be paid 75 per cent of the difference of wages worked out on basic pay of Rs. 25.30 and Rs. 27.60 during the period from 23-1-76 to 31-12-78.
- (f) This will be in full and final settlement of the claims of Shri K. Anthony and the union on his behalf.

Since, the above settlement is fair and reasonable, the parties pray that the same may kindly be recorded and the Industrial Tribunal will be pleased to give its Award in terms thereof.

For & on behalf of the Workman

(S. DAS GUPTA)
Joint General Secy.

Dated :

Dhanbad, the 17th July, 1980.

Part of the Award.

For & on behalf of the Management

Director (Personnel)

New Delhi, the 6th August, 1980

S.O. 2151.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 3, Dhanbad, in the industrial dispute between the employers in relation to the management of Dahibari Colliery of Messrs Bharat Coking Coal Limited, Post Office Mugma, District Dhanbad and their workman which was received by the Central Government on the 30th July, 1980.

**BEFORE SHRI P. RAMAKRISHNA, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
CUM-LABOUR COURT NO. 3, DHANBAD**

Reference No. 35 of 1978

PARTIES :

Employers in relation to the management of Dahibari Colliery of M/s. Bharat Coking Coal Ltd., P.O. Mugma, Dist. Dhanbad.

AND

Their workman represented by Rashtriya Colliery Mazdoor Sangh.

APPEARANCES :

For the Employers—Shri T. P. Chowdhury, Advocate.

For the Workman—Sri S. Bose, Secretary, R. C. M. S.

INDUSTRY : Coal

STATE : Bihar.

Dated, the 23rd July, 1980

AWARD

The Government of India in the Ministry of Labour in exercise of the powers conferred on them U/S 10(1)(d) of the Industrial Disputes Act, 14 of 1947 have referred the following dispute to this Tribunal for adjudication as per their Order No. L-20012/208/77-DIII(A) dated the 25th April, 1978.

SCHEDULE

"Whether the action of the management of Dahibari Colliery of M/s. Bharat Coking Coal Ltd., P.O. Mugma, Dist. Dhanbad in dismissing Shri Kamla Yadav, Night Guard, from service with effect from 25th September, 1976 is justified? If not, to what relief is the said workman entitled?"

2. The Rashtriya Colliery Mazdoor Sangh on behalf of the workman has filed a written statement of claim submitting that the workman concerned was working as Night Guard in Dahibari Colliery till 3-7-1976, when he was arrested along with others on some fictitious charge by the Police of Kulti P.S. Thereafter he was remanded to judicial custody by the Judicial Magistrate 2nd, Asansol till 25-9-1976 on which date he was released on bail. Soon after his release the workman came to Dahibari Colliery to report himself for duty. Although he was actually in judicial custody upto 25-9-1976, the colliery authorities did not permit him to join duty. After that it is pleaded that he was served with a letter dated 25-9-1976 under the signature of the D.I.G. Chief of Security of M/s. Bharat Coking Coal Ltd., dismissing him from service with immediate effect. It is pleaded that the action of the management in dismissing him from service without issuing a chargesheet and holding a domestic enquiry is illegal. It is also contended that the D.I.G. Chief of Security is not the authority competent to dismiss the workman. On behalf of the workman it is prayed that he may be reinstated in service with full back wages.

3. The management in their written statement submitted that on the night intervening 2nd/3rd July, 1976 the concerned workman along with certain others was arrested by the Kulti Police after recovering a sum of Rs. 2882 and two live cartridges 12 bore ball No. 4KF—special long range from his box on a search of his house. A few hours before the seizure of the property from the workman's house a complaint was received at the Kulti P.S. from one Ram Laxhan saying that he was robbed of Rs. 2882 by 4 unidentified persons at about 9 p.m. (on 2-7-1976) while he was returning from Barakar Railway Station. The workman concerned was arrested in that crime as a suspect because the stolen property was recovered from his possession within a few

hours after the robbery. A case was registered against the workman and his associates under Section 394 I.P.C. and under Section 25F/27 of the Arms Act. The workman was released from Judicial custody on 25-9-1976. The management felt that it was a grave security risk to have a Night Guard in their employ who is involved in a case of robbery and therefore they terminated his services with effect from 25-9-1976. They contend that the said action of the management is "discharge simpliciter" and therefore it does not require holding of a departmental enquiry.

4. The workman in his rejoinder reiterated his stand that the action of the management in dismissing him is illegal and unjustified. He also submits that another Night Guard who was arrested along with him on the same night in connection with the same offence has been directed to be reinstated as per the Award of Central Government Industrial Tribunal No. 1, Dhanbad.

5. The management in their rejoinder among other things submits that they would lead evidence before this Tribunal to establish their case that they have lost confidence in the workman concerned.

6. On the above pleadings the issues that arise for consideration are—

- (1) Whether the action of the management in dismissing the concerned workman from service with effect from 25-9-1976 is justified?
- (2) Whether D.I.G. Security of M/s. Bharat Coking Coal Ltd., is the authority competent to dismiss the concerned workman?
- (3) To what relief?

7. Issue (1)—The facts relevant for the purpose of this issue are that the concerned workman WW-1 was working as a Night Guard at Dahibari Colliery by the relevant date. He and two other Night Guards viz. Natal Yadav WW-2 and Bikram Singh used to share the same residential quarters which was a Gumti (an old magazine shed). On 2-7-1976 the workman was on duty during the second shift from 4 p.m. to 12 mid night. Between 9 and 10 P.M. on the same day one Ram Lakhan Lal while returning from Barakar Station to his master's shop, was alleged to have been attacked by 4 persons and robbed of Rs. 2882 in currency notes. A report to this effect was given at Barakar Outpost and the A.S.I. Incharge of that Outpost MW-3 conveyed this information to the Kulti P.S. by telephone. On receipt of that information the S.I. Incharge of Kulti P.S. (MW-2) along with MW-1 his S.I. and Staff proceeded to the scene of occurrence by Jeep. They went to the shop of the complainant's master and found the complainant there. The complaint given by Ram Lakhan Lal was recorded by MW-2, certified copy of which is marked as Ext. M-1. MW-2 made over the investigation of the case to the S.I. MW-1. It is the evidence of MW-1 and MW-3 that on the same night they received information regarding the whereabouts of the persons involved in this crime. Followed by Chirkunda Police within whose limit Dahibari Colliery is situated, they raided the house of WW-1. On a search of his house they found an unlocked Tin Box. On opening the same in the presence of 3 panchas they found M.O. 1 Rs. 2882 in currency notes and M.O. 2 a slip bearing the stamp of syndicate Bank clipped to the bundle of the notes. They also recovered 2 live 12 Bore long range cartridges manufactured by Indian Ordnance Factory. It is also in the evidence of MW-1 that along with WW-1 the concerned workman two other persons Mataj Yadav WW-2 and Bikram Singh were also found in that Gumti. The Kulti P.S. arrested the 3 suspects at the Gumti and another man on their way to Kulti P.S. and produced all the 4 persons before the Judicial Magistrate 2nd. Asansol the same day and the Magistrate remanded all of them to Judicial custody. WW-1 and the other two arrested persons could be released on bail on 25-9-1976. One of the accused Bikram Singh is said to have jumped bail. Soon after his release the workman reported himself for duty but was not permitted to resume duty. Later on, he was served with the letter of dismissal Ext. W-1 dated 25-9-1976. The management in their written statement submits that by inadvertence it was stated in Ext. W-1 that the workman was dismissed from service when he was actually discharged on account of loss of confidence. They prayed for permission to lead evidence in support of that plea of loss of confidence. Accordingly they led the evidence of MW-1 to MW-3 whose evidence is referred to above.

8. The plea taken on behalf of the workman is that the Police case is a frame up and that the workman is absolutely innocent. Shri Bose for the workman invites attention to the evidence of MW-2 the Officer-in-Charge of Kulti P.S. who says that the complaint of Ram Lakhan Lal Ext. M-1 was recorded by him at the shop of the complainant's Master at Barakar. But the evidence of the Complainant Ram Lakhan Lal before the Court of Judicial Magistrate 2nd, Asansol is to the effect that soon after the occurrence he proceeded to Kulti P.S. by Taxi and lodged a complaint with the Kulti P.S. and not at Barakar Outpost. (Vide Ext. W-4 certified copy of his deposition). This is a vital discrepancy. The workman WW-1's case is he was discharging the duty of a Night Guard from 4 p.m. to 12 mid night on 2-7-76. The management has not filed the Attendance Register to show whether he was present or absent from duty that night. If he was present on duty throughout the shift, his participation in this high way robbery is impossible. It may be said that though a case has been registered against the workman U/S 394 I.P.C. the chargesheet has been laid against him only U/S 411 I.P.C. Even then in the absence of any evidence whatsoever to connect the workman with the receipt of the stolen property with the knowledge that it was stolen it cannot be said that he is guilty of an offence U/S 411 I.P.C. even assuming that the seizure of M.O's 1 & 2 is true. The evidence of MW-1 and MW-3 who conducted the raid at 2 a.m. on the night intervening 2nd/3rd July 1976 is that they found a Tin Box which was not secured by lock in a Gumti in the occupation of 3 persons including the workman. From this statement it cannot be inferred that it was the concerned workman that received the stolen property and kept it in the box. May be that box belongs to the workman. Still the chances of the other two occupants of the Gumti receiving and keeping that money in that box without the workman's knowledge are not excluded. Further the search is said to have been conducted in the presence of three independent witnesses. A certified copy of the search list is marked as Ext. M-4. It purports to have been prepared in the presence of 3 witnesses. But the signatures of these witnesses are not obtained on M.O. 2 the slip of the Syndicate Bank. Ranigunj clipped to the currency notes, or on M.O. 1 the currency notes bundle. While in the F.I.R. the complainant says that 4 persons way laid him and robbed him, before the Court he said that only 2 people had committed the offence. Though he stated in the first information that he could identify the 4 persons involved in this offence, no effort was made to hold a test identification parade. Instead the offence is watered down to one U/S 411 I.P.C. even though the stolen property is recovered and the suspects arrested within a few hours after the commission of the crime. These are some of the important circumstances improbably the complicity of the workman in this offence.

9. For this reason, I hold that the management's action in proceeding to discharge the workman from service on the ground he was a great security risk cannot be justified. Issue (1) is held against the management.

10. Issue (2).—The D.I.G. who is the Chief of Security of M/s. Bharat Coking Coal Ltd., passed the order Ext. W-1 dismissing the workman from service. On behalf of the workman the competence of the Chief of Security to dismiss the workman from service is questioned. The management filed Ext. M-6 a photostatic copy of the schedule of powers for Security Personnel in support of their case. Items 15 and 16 of this extract show that the Chief of Security is the authority having powers to remove or dismiss officers and staff under his charge in accordance with the rules. Shri Bose invites attention to the Model Standing Orders for Coal Mining Industry. Standing Order 17.2 provides that the approval of the Owner or Agent or Chief Mining Engineer of the Employer or a person holding similar position shall be obtained before imposing the punishment of dismissal. Shri Bose submits that though the Chief of Security may have the authority to whom the powers of dismissal or discharge of persons from service have been delegated still such authority should be exercised in accordance with existing rules. The Model Standing Order contemplate that the competent authority before proceeding to dismiss or remove a person from service should obtain the prior approval of the Owner or the Agent and he cannot dispense with that formality. There is nothing on record

to show that any such approval of the Owner or Agent or a person holding similar position has been obtained before dismissing the workman as per the order Ext. W-1.

11. I am inclined to uphold the objection raised by Sri Bose on behalf of the workman. Accordingly Issue (2) is found against the management.

12. Issue (3).—In view of the finding on Issue (1) the workman is entitled to reinstatement with continuity of service. Regarding back wages Sri Bose for the workman conceded that the workman would not be entitled to any wages for the period he was in judicial custody viz. 3-7-76 to 25-9-76. Therefore the workman is held entitled to claim back wages from 26-9-76 till the date of his reinstatement.

13. In the result this reference is answered as follows :

The action of the management in dismissing the workman Sri Kamta Yadav, Night Guard from service with effect from 25th September, 1976 is not justified. The management of Dahibari Colliery of M/s. Bharat Coking Coal Ltd., is directed to reinstate the workman with continuity of service and back wages from 26-9-76 till the date of his reinstatement without the benefit of attendance bonus and profit sharing bonus.

P. RAMAKRISHNA, Presiding Officer

[No. L-20012/208/77-D.III(A)]

New Delhi, the 8th August, 1980

S.O. 2152.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Dhanbad, in the industrial dispute between the employers in relation to the management of Kathara Colliery of Central Coalfields Limited, Post Office Kathara, District Giridih and their workmen, which was received by the Central Government on the 4th August, 1980.

**BEFORE SHRI J. P. SINGH, PRESIDING OFFICER,
CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL
(NO. 2), DHANBAD**

Reference No. 86 of 1979

In the matter of an industrial dispute under S. 10(1)(d) of the I.D. Act, 1947.

PARTIES :

Employers in relation to the management of Kathara Colliery of Central Coalfield Ltd, P.O. Kathara, Distt. Giridih.

AND

Their workmen.

APPEARANCES :

On behalf of the employers.—Shri T. P. Choudhury, Advocate.

On behalf of the workmen.—None.

State : Bihar. Industry : Coal.

Dhanbad, the 29th July, 1980

AWARD

This is a reference under S. 10(1)(d) of the I.D. Act, 1947. The Central Government by its notification No. L-20012/213/76-D.III(A) dated 24th November, 1977 has referred this dispute to this Tribunal for adjudication on the following terms :

SCHEDULE

"Whether the demand of the workmen of Kathara Colliery of Central Coalfields Limited, Post Office Kathara, District Giridih for payment of wages for the period from 4th May 1976 to 8th May, 1976 to the 397 workmen mentioned in Annexure A is justified? If so, to what relief are the said workmen entitled?

ANNEXURE 'A'

List of the Workmen

GANG NO. 1 :

1. Gunj Ram.
2. Smt. Faguni Bai W/O Gunj Ram.
3. Ram Prasad II.
4. Smt. Jagni Bai W/O R. Prasad II.
5. Panulu.
6. Smt. Ganeshi Bai W/O Panku.
7. Ghhanak Ram.
8. Smt. Dukhalin W/O Ghhanak Ram.
9. Hiram.
10. Smt. Chanmati II W/O Hiram.
11. Achhai Ram I.
12. Smt. Gurwari II W/O Achhai Ram I.

GANG No. 2 :

13. Ram Chandra I.
14. Smt. Gitwa I, W/O Ramchandra I.
15. Dashrath I.
16. Smt. Bign I W/O Dasrath I.
17. Dewan.
18. Smt. Debbarty, W/O Dewan.
19. Basudeo.
20. Smt. Kalmatim W/O Basudeo.
21. Bisun.
22. Smt. Radhwa, W/O Bisun.
23. Kailash.
24. Smt. Barty, W/O Kailash.

GANG NO. 3 :

25. Nathun Nonia.
26. Smt. Sonia W/O Nathun Nonia.
27. Deolal.
28. Smt. Metri Kamin W/O Deolal.
29. Chalitra II.
30. Smt. Sugin W/O Chilitra II.
31. Kail Nonia.
32. Smt. Mangri W/O Kail Nonia.
33. Ram Bilash I.
34. Smt. Dhaborty W/O Rambilash I.
35. Khageshwar.
36. Smt. Sohaga Bai W/O Khageshwar.

GANG NO. 4 :

37. Prem Das.
38. Smt. Shagtin W/O Prem Das.
39. Ganesh Ram.
40. Smt. Santra Bai W/O Ganesh Ram.
41. Jhanglu.
42. Smt. Mamshila.
43. Muhadeo.
44. Smt. Prabati.
45. Kasho Prasad.
46. Smt. Narbada.
47. Ram Niwas.
48. Kumar Mati.
49. Smt. Budhwar.
50. Maghu Das.
51. Ghasimin Bai.
52. Nirwai Das.
53. Suwa Bai.
54. Bharat Das.
55. Nankaki Bai I.
56. Nirmal Das.

57. Fund Bai.
58. Radman Bai.
59. Ghanamin Bai II.
60. Ramdhani Mishra.
61. Smt. Firtin I.
62. Sheoprasad.
63. Kamal Bai.
64. Chait Ram.
65. Swan Mani.
66. Dhanam.
67. Manbki Bai.
68. Deoram.
69. Manmati II.
70. Budhiyarin I.
71. Bahshi Ram.
72. Mungeshwar.
73. Parbatia I.
74. Ramdanl.
75. Smt. Manwa.
76. Dukhi II.
77. Kalmatia.
78. Ram Bhajan.
79. Smt. Sitabai.
80. Tribani.
81. Amritia.
82. Ramechandar II.
83. Tetari I.
84. Panchu Ram.
85. Smt. Chherin Bai.
86. Nira Ram.
87. Ganeshi Bai.
88. Sahash Ram.
89. Mung Mati.
90. Puk Ram.
91. Tej Mati.
92. Pardeshi Das.
93. Gadh Mati II.
94. Pilla Daw.
95. Ganga Bai I.
96. Ganesh Ram.
97. Dhan Mati I.
98. Amal Das.
99. Bhag Mati III.
100. Bhagat Ram
101. Ram Mati I.
102. Haddu Ram.
103. Son Mati.
104. Kashi Ram.
105. Gurbari II.
106. Daya Ram.
107. Jagmati.
108. Manmu Ram.
109. Amar Mati.
110. Lal Dan.
111. Rasham Bai.
112. Daw Das.
113. Maya Bai.
114. Jagut Ram.
115. Ratan Bai.
116. Chhungu Ram.
117. Shiya Bai.
118. Ram Prasad I.
119. Ram Kumar.
120. Bharat Ram.
121. Hira Mati.
122. Pati Ram.
123. Manhaki Bai.
124. Churu Ram.
125. Sadh Mati.
126. Dhuruwa.
127. Dhuruma.
128. Smt. Mohan Mati.
129. Bakhi Ram.
130. Smt. Budhan Mati.
131. Madan Ram.
132. Smt. Madan Mati.
133. Premchand I.
134. Smt. Fishwashri.
135. Ram Balak.
136. Smt. Lunmania I.
137. Timal Nonia.
138. Smt. Subhagia II.
139. Nanhak.
140. Smt. Parbatia III.
141. Chalitar I.
142. Smt. Luxmania II.
143. Chanderadeo I.
144. Smt. Jagia.
145. Tij Ram.
146. Smt. Moaria Bai I.
147. Somarao I.
148. Smt. Targi
149. Kushwa.
150. Smt. Atwara Bai.
151. Smt. Sukwara Bai.
152. Maya Ram.
153. Sudha Ram.
154. Smt. Bad Mati I.
155. Pitambar.
156. Pakali Bai.
157. Dukhi I.
158. Rajmatia.
159. Nagao.
160. Smt. Parbatia III.
161. Munahi I.
162. Damanl I.
163. Baleshwar.
164. Smt. Koushala.
165. Bashudeo.
166. Rukminia.
167. Chandramania.
168. Smt. Jitum II.
169. Sahab Ram.
170. Rajmati.
171. Laxaman.
172. Dhanbari II.
173. Firat Ram.
174. Smt. Ramayan Mati.
175. Punni Ram.
176. Smt. Teharin II.
177. Ramkhalaawan.
178. Smt. Gulabia.
179. Sukhdeo.
180. Bedmati III.
181. Amir Das.
182. Smt. Bad Mati.
183. Konda Ram.
184. Smt. Bad Mati.
185. Mathu Ram I.
186. Smt. Maya Mati.
187. Badri Ram.
188. Smt. Umma Mati.
189. Bachha Ram.
190. Smt. Rambai III.

191. Pat Ram.
192. Smt. Chhain Bai II.
193. Nanki Das.
194. Smt. Sukwara Bai I.
195. Umad Ram.
196. Smt. Radha Bai.
197. Sri Chharu Das.
198. Smt. Khik Bai.
199. Man Sai.
200. Smt. Nira Bai.
201. Ganga Ram.
202. Smt. Bhan Mati.
203. Ghurawa Das.
204. Smt. Set Bai III.
205. Jamuna Nonia.
206. Smt. Deo Rani.
207. Bihari.
208. Smt. Amita.
209. Babulal.
210. Smt. Budhani.
211. Deepan.
212. Smt. Nagia.
213. Karoo I.
214. Smt. Manmati IV.
215. Chandradeo II.
216. Smt. Subbagia II.
217. Chand Ram.
218. Smt. Sat Bai III.
219. Sadhu Ram.
220. Smt. Semarin Bai.
221. Suratia.
222. Smt. Sumrit Bai.
223. Mohit Ram II.
224. Smt. Pran Mati.
225. Firtu.
226. Smt. Sonai II.
227. Thandha Ram.
228. Smt. Rupa Bai.
229. Sheojee Nonia.
230. Smt. Bashanti.
231. Sheopujan.
232. Smt. Laxamina II.
233. Rajkumar.
234. Smt. Lalmani.
235. Ramdeep.
236. Smt. Sundaram.
237. Sakadeep.
238. Smt. Tetari II.
239. Shayam Sunder.
240. Smt. Pachhya.
241. Shyamlal Satanami.
242. Smt. Full Bai.
243. Dasarath.
244. Smt. Shyama Bai.
245. Gurbin Das.
246. Smt. Mantara Bai.
247. Firat Das.
248. Smt. Chanda Bai.
249. Barat Ram I.
250. Smt. Sohawan Bai.
251. Tehareo.
252. Smt. Sundar Bai.
253. Hasat Ram.
254. Smt. Ram Bai I.
255. Ram Dular.
256. Smt. Man Mati I.
257. Rohi Das.
258. Smt. Darash Mati.
259. Somaroo II.
260. Smt. Set Bai I.
261. Dukhu Ram.
262. Smt. Maina Bai.
263. Sufal.
264. Smt. Manmati IV.
265. Doman I.
266. Smt. Laliya.
267. Ganesh.
268. Smt. Lagani.
269. Bangali.
270. Smt. Sumitra.
271. Munshi Ram III.
272. Smt. Domani.
273. Banwari.
274. Smt. Somari.
275. Kadar.
276. Smt. Rajali III.
277. Dhan Sai.
278. Smt. Tulshi Mati.
279. Munni Ram.
280. Smt. Pachho Bai.
281. Mohit Ram I.
282. Smt. Sonai I.
283. Surit Ram.
284. Smt. Urmila.
285. Khunju Ram.
286. Smt. Kewada Mat.
287. Achhai Ram II.
288. Smt. Gurbari III.
289. Munni Ram.
290. Smt. Somarin Bai I.
291. Chhagaru.
292. Smt. Budhiyarin II.
293. Sheocharan.
294. Smt. Nanhaki Bai.
295. Kundaru.
296. Smt. Gangotari.
297. Tengnu Ram.
298. Smt. Sadhan Bai.
299. Sukhdeo Das.
300. Smt. Mangara Bai.
301. Rambilash III.
302. Smt. Lilamati.
303. Doman II.
304. Smt. Somwa.
305. Ramkeshwar.
306. Smt. Sugani.
307. Jagdeo.
308. Smt. Rajkumari.
309. Ram Sahari.
310. Smt. Kailaswa.
311. Jagdish.
312. Smt. Rajli I.
313. Ghasia.
314. Smt. Jagnathin.
315. Sidhu.
316. Smt. Gomati.
317. Baid Ram.
318. Smt. Ganga Bai III.
319. Bund Ram.
320. Smt. Shyam Kuwar.
321. Kuswa I.
322. Smt. Firteen III.
323. Pardeshi III.
324. Smt. Sonai.
325. Rij Ram I.
326. Sugun Mati.
327. Khik Ram.

328. Smt. Daya Mati.
 329. Aghori Dan.
 330. Smt. Mehatarin.
 331. Sahatar Das.
 332. Smt. Tirath Mati.
 333. Budh Ram III.
 334. Smt. Ful Bai I.
 335. Mani Ram III.
 336. Smt. Manaki III.
 337. Ramjee.
 338. Smt. Sadh Mati III.
 339. Majunu Ram.
 340. Smt. Bed Mati III.
 341. Paltan.
 342. Smt. Sukha Mati.
 343. Punnit Ram.
 344. Smt. Manki Bai III.
 345. Sadhu Ram.
 346. Smt. Santi Bai.
 347. Kirpa Ram.
 348. Smt. Sukwara Bai III.
 349. Ramanand.
 350. Smt. Fulkashwari.
 351. Sadhu.
 352. Smt. Surti.
 353. Chalitar III.
 354. Smt. Murtijiya.
 355. Komal.
 356. Smt. Rajmatiya I.
 357. Rambahadur.
 358. Smt. Munkawa.
 359. Manbodh.
 360. Smt. Janki Bai.
 361. Parash Ram.
 362. Smt. Prem Mati.
 363. Sukari Kamin.
 364. Koddu Ram.
 365. Smt. Mangra Bai.
 366. Smt. Bundella.
 367. Somaree I.
 368. Danshri Bai.
 369. Smt. Dorpatiya.
 370. Nanki Daw.
 371. Smt. Kanchan Mati.
 372. Smt. Mangali Bai.
 373. Kunj Ram.
 374. Smt. Buchulawa.
 375. Smt. Chandrawati.
 376. Jagat Ram.
 377. Smt. Mungia.
 378. Smt. Kabutri.
 379. Baijnath I.
 380. Smt. Sumitri.
 381. Smt. Bigal III.
 382. Ramjanam.
 383. Smt. Rabasiya.
 384. Mahangu.
 385. Smt. Mati Sundar.
 386. Smt. Kaliya.
 387. Sukhu Das.
 388. Smt. Sakhin.
 389. Harihar Ram.
 390. Kut Bai.
 391. Smt. Rajmatiya III.
 392. Dhulla.
 393. Smt. Ful Mati.
 394. Smt. Rajpatiya.

395. Budh Ram I.
 396. Smt. Gurbari I.
 397. Smt. Bhuneswari.

2. This reference has come to this Tribunal on transfer from Tribunal No. 3 Dhanbad and received here on 7-7-79. Thereafter on 31-8-1979 the Secretary of the United Coal Workers Union representing the workman appeared and wanted time to file some documents. Subsequently nobody appeared on behalf of the workmen. In order to give facility to the workmen this case was fixed at Hazaribagh in order to enable the workmen to appear. But even then nobody on behalf of the workmen appeared and so the case was taken up ex-parte on 23-7-80. One witness for the management was examined. The management has been heard.

3. The case of the workmen as disclosed in their written statement is that the Central Coalfields Ltd. by notification No. 488 dated 1-2-75 abolished the contract system for wagon loading and truck loading w.e.f. 1-5-76. The workmen were accordingly retrenched. The management compelled the miners of the colliery to work as truck loaders on the surface to load coal into trucks. They were to be paid the wages of Gr.III. They protested and there was lock-out which was ultimately lifted from 10-5-76 and the workmen were allowed to resume their normal work. The issue of payment of wages from 4-5-76 to 8-5-76 was referred by the colliery management to the higher management. But the headquarters decided that the workmen could get no payment on the ground that they were on illegal strike. According to the workmen the management did not permit them to do their normal job of cutting and loading of coal in the quarries which they were doing for more than two years continuously. The workmen had never refused to do their normal work and their union complained to all concerned regarding illegal lock-out and change of their service conditions.

4. The management, on the other hand, contended that the reference was based on wrong facts. Kathara Colliery had a railway siding from which coal used to be despatched by loading the same manually into railway wagons prior to 1975. The job of loading of coal manually into wagons was entrusted to a contractor and this system went on for over 12 years. The question of departmentalisation of the contractor's workmen was raised in 1973 by the Colliery Mazdoor Sangh. The United Coal Workers Union, which has raised this dispute had no following in the colliery. However, as a result of the demand raised by Colliery Mazdoor Sangh a settlement was reached in the course of conciliation proceeding before the Assistant Labour Commissioner(C) Hazaribagh on 28-8-73 under the management departmentalised 150 of these wagon loaders. After that a part of wagon loading at Kathara colliery was carried out by departmental workers and the balance by contractor's workmen. The contractor M/s A. J. Chanchani abandoned the contract without any notice to the management towards the end of 1973. Some of the workmen of the contractors who were thus abandoned were given casual employment of wagon loading. In 1974 there was shrinkage of work relating to despatch of raw coal from Kathara colliery by railway wagons as the coal was diverted to Kathara Washery located adjacent to Kathara colliery. This washery had an integrated mechanical loading arrangement in respect of clean coal (washed coal). Accordingly there was no need for manual loading of clean coal. Thus, except for occasional loading the raw coal despatch had practically stopped. At the instance of the union 340 additional wagon loaders were given the job of quarry loaders/quarry miners occasionally on a casual basis depending on availability of work. Subsequently at the end of 1975 the frequency of provision of employment to them was increased. These workers were further employed in clearing the stock of coal left in Kathara colliery siding. According to the management the concerned workmen received no payment from 4-5-76 to 9-5-76 for the simple reason that they refused to do work which amounted to illegal strike. The case of lock out by the management was denied. Furthermore, the matter was discussed between the management and the union on 9-5-76 and an agreement was reached and signed by both parties. Under the terms of agreement all dispute was settled and it was agreed that the cutting and loading work

would resume from the morning shift of 10-5-76 for which Grade VA wages would be paid. The two settlement aforesaid were made annexure A & B to the written statement of the management.

5. MW.1 Shri S. Dey Sarkar was the Deputy Superintendent of collieries at Kathara during May, 1976. He has supported the case of the management. He has said that the concerned workmen owed allegiance to the United Coal Workers Union. On 9-5-76 there was a settlement between the management and the union. The settlement was signed by Mr. A. S. Iyer, Sub-Area Manager and Shri M. Alam Ansari, Secretary, United Coal Workers Union. He has proved the settlement which has been marked Ext. M1. He also proved the original notices issued to the workmen in the prescribed form every day. The documents were marked Exts. M2 to M13. Under the settlement the union accepted the workmen did not work between 4-5-76 and 9-5-76.

6. From the above it is abundantly clear that the dispute has been amicably resolved between the management and the union to which these concerned workmen belonged. This probably accounts for the reason why the concerned workmen or their union inspite of repeated notices did not come to contest this case with the result that it had to be taken up *ex parte*.

7. In the result the demand of the workmen of Kathara colliery of Central Coalfields Limited, Post office Kathara, District Giridih for payment of wages for the period from 4th May, 1976 to 8th May, 1976 to the 397 workmen mentioned in Annexure A is not justified. Consequently, the concerned workmen are entitled to no relief.

This is my award.

J. P. SINGH, Presiding Officer,
[No. L-20012/213/76-D.III(A)]

S. H. S. IYER, Desk Officer

New Delhi, the 6th August, 1980

S.O. 2153.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi in the industrial dispute between the employers in relation to the management of Allahabad Bank, Varanasi and their workman, which was received by the Central Government on the 31st July, 1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-COURT, NEW DELHI.
I.D. No. 51 of 1977

In re :

The Secretary, U.P. Bank Employees' Union,
CK 37/44-C, Bans Ka Pathak, Varanasi.

Versus

The Regional Manager,
Allahabad Bank, Allahabad.

—Respondent.

AWARD

The Central Government as appropriate Govt. vide its order No. L-12012/192/76-D.II.A dated the 26th April, 1977 referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal in the following terms :

"Whether the action of the management of Allahabad Bank, Varanasi in retiring Shri Basudeo Shukla, Bill Collector, Varanasi Branch of the Bank with effect from 30-10-1976 is justified? If not, to what relief is the workman entitled?"

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties. Whereupon a statement of claims was filed. Thereafter a written statement was filed on behalf of the Bank and finally a replication also was filed. Upon the pleadings of the parties following two issues were framed :—

1. Whether the present is an Industrial Dispute ? Its effect.
2. As in the order of reference.
3. I have gone through the evidence produced by the parties and have given by considered thought to the matter before me and I have come to the following findings :

ISSUE NO. 1 :

The contention on behalf of the Bank is that the dispute raised by Shri Basudeo Shukla is a sham dispute and should be dismissed in limine. It is further urged that on behalf of the Bank in para no. 2 of the written statement that the reference is hit by Section 2(k) of I.D. Act and the dispute raised by Shri Shukla is a personal dispute and no where connected with the dispute called Indl. Dispute and not the proper form. In the instant case the workman has been retired from service w.e.f. 30-10-1976 and the said retirement has been challenged that he has not yet reached the age of 60 years and as such was not liable to retirement. In the face of this fact it is difficult to say that the matter referred is not an Industrial Dispute. No doubt the matter is also covered by the provisions of section 2(A) of the I.D. Act as it relates to the termination of services of Shri Basudeo Shukla but that does not exclude it out of the category of Industrial Dispute as defined in Section 2(k) and as such I hold that the matter under reference is an Industrial Dispute and therefore this Tribunal had got the jurisdiction to entertain it and this issue is decided in favour of the workman and against the Management.

ISSUE NO. 2 :

The contention of the workman is that he had joined the services of the Bank long back and his actual date of birth was 1st September, 1919 but the Bank has treated the workman to have been born in the year 1916 and as such retired the workman from service w.e.f. 30-10-76 which was illegal and not justified. The contention of the Management is that the workman was required to prove his date of birth and when he failed to do so he was got medically examined and on the basis thereof his date of birth was fixed and that he had not produced any original school leaving certificate and it was too late now for the workman to challenge the date of birth as accepted by the Bank.

The workman in order to prove his contention has examined himself as the only witness and has also produced documents Ex. W/1 to Ex. W/6. In his statement in chief he has stated that he joined the service with the Bank in 1948 and he was not asked about his age at the time of recruitment and it was until 1956 that he was medically examined by the Bank for this purpose alongwith other sub staff members and that he was not examined by the Doctor and as the Doctor enquired of him about his age and on his telling that he could bring the school leaving certificate he did not examine him and he was sever asked to produce age certificate or proof of age by the Bank and it only in April, 1976 that he was asked vide Ex. W/1 to produce certificate of age which he submitted to the Bank vide Ex. M/2 and proved the copy of the certificate as Ex. W/3 and further proved Ex. W/4 as the first notice received by him. Ex. W/5 as the copy of his representation and Ex. W/6 is the letter sent by the Union to the Bank and lastly he has submitted that he was never intimated by the Bank that his certificate of age was not accepted by the Bank. During cross examination it is stated by him that he was never asked to produce any proof of his age before he was sent to the Doctor. He has further stated during cross examination that he was born in Partan Garh in Village Dhiwansi, Binda School-ka-murva and that he had two brothers and two sisters. He has further stated that his brothers, sisters and parents are all dead and that he was studying in Dhinera until Primary standard. I have seen the documents Ex. W/1 to Ex. W/6. Ex. W/1 is the letter where by he was called upon to produce the proof of his age. In pursuance of the said letter he had submitted original school leaving certificate with a forwarding letter and copy of said letter is Ex. W/2. The said Ex. W/2 bears an endorsement and seal of the Bank in token of receipt of original of Ex. W/2 with original school leaving certificate. Ex. W/3 is the copy of school leaving certificate which shows that Basdeo was born on 1-9-1919. Ex. W/4 is the letter intimating the workman of the proposal of the Bank to retire him w.e.f. 30-10-76

whereupon representation Ex. W/5 was purported to have been made by the workman and finally Ex. W/6 is the letter of copy of demand served upon the Management by the Union. From the peruses of these documents produced by the workman I see no reason to doubt the correctness of the statement of the workman. It is amply established from copy Ex. W/2 that the workman had produced his school leaving certificate in original to the Bank vide Ex. W/2 and copy of the said certificate is Ex. W/3. In spite of the said certificate the Bank has decided to retire him on 30-10-76 it cannot be said that the action of the Bank is justified. Ex. W/3, the copy of the school leaving certificate establishes beyond any shadow of doubt that this workman was born on 1-9-1919 and as such he was due to only on 31-10-1979 after completing 60 years of age.

The Bank has examined one Hari Om Parkash Tandon, Staff Officer as M.W.1 who has produced document Ex. M/1 and Ex. M/2 apart from his own affidavit Ex. M.W.1/1. The affidavit Ex. M.W.1/1 does not help the case of the Management much. The person who has prepared the card Ex. M/1 has not been examined. Even then I do not find much weight can be given to Ex. M/1 in the face of certificate Ex. W/3. Assuming that wrong date of birth was recorded initially in respect of the workman it was open to the Bank to make the necessary corrections when the workman had submitted copy of his school leaving certificate along with original of Ex. W/2. Ex. W/2 is dated 18th April, 1976 and it was such before the actual date of retirement that original school leaving certificate was submitted and only if the Bank had cared to see things in right perspective the present situation would not have arisen. Ex. M/2 purports to be a certificate of a Doctor but does not fix the age of the workman in any manner what-so-ever. This does not show that the workman had been medically examined if so what was the report of that examination. Similarly it does not show as to what test were carried out by the Doctor before fixing the age of this workman. In any case Ex. W/3 is a better evidence of age than Ex. M/2. It may also be mentioned here that the workman has produced best evidence of his date of birth in so far as his brothers, sisters and parents are all dead. Keeping in view the documentary evidence of the workman coupled with his own statement I hold that the real date of birth of the workman established on record is 1st September, 1919 and as such the action of the Management of M/s. Allahabad Bank, Varanasi in retiring Shri Basudeo Shukla, Bill Collector Varanasi Branch of the Bank with effect from 30th October, 1976 (AN) is not justified. In consequence it is awarded that the action of the Management of Allahabad Bank, Varanasi in retiring Shri Basudeo Shukla, Bill Collector, Varanasi Branch of the Bank is w.e.f. 30-10-76 is not justified and that in consequence he is entitled to arrears of his wages for the period w.e.f. 31-10-76 to 31-8-79 with full allowances. He cannot be reinstated since he has already reached the age of superannuation on 1st September, 1979. The workman would also get the costs of these proceedings which are assessed at Rs. 500/-.

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

Dated : the 26th June, 1980.

MAHESH CHANDRA, Presiding Officer

[No. L-12012/192/76-D.II(A)]

S.O. 2154.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, New Delhi, in the industrial dispute between the employers in relation to the management of Syndicate Bank, Ludhiana and their workman, which was received by the Central Government on the 26th July, 1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL—CUM-LABOUR COURT NEW DELHI

I.D. No. 34 of 1979

In re :

Shri Suresh Kumar, General Secretary, Punjab Bank Employees Federation, C/o M. R. Garg, C/o Syndicate Bank, Clock Tower, Ludhiana.

.....Petitioner

Versus

The Managing Director (Personnel), Personnel Department, Syndicate Bank, Manipal, Karnataka.

.....Respondent

AWARD

The Central Govt. as appropriate Govt. referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal in the following terms :

Whether the Management of the Syndicate Bank, Ludhiana is justified in suspending Shri Ashok Kumar Megh, Attender with effect from December 26, 1975 and to continue to keep him under suspension after his discharge from bail bond by the Chief Judicial Magistrate, Ludhiana on August 29, 1977 ? If not, to what relief is the workman concerned entitled ?

2. On receipt of the reference it was ordered to be registered and usual notices were sent to the parties, in pursuance whereof a statement of claim was filed on behalf of the workman. Thereafter a written statement was filed and finally a replication was filed. Thereafter the case was fixed for filing of documents by the parties for 9th of June, 1980 but none appeared for the Bank on that date. As a result whereof ex-parte proceedings were ordered against the Bank and ex-parte evidence of the workman was recorded on 15th July, 1980. I have gone through the evidence produced by the workman as also the pleadings of the parties and after giving my considered thought to the matter before me I have come to the following findings upon the matter referred.

3. The contention of the workman is that he was a permanent employee of the Branch and was posted as attender on 12-5-73 at its Ludhiana Branch; that the Bank Management suspended him on 26-12-1975 on the vague and frivolous charges of conniving with the outsiders and helping fraudulent withdrawal of money that the complaint was filed with the police but in so far as police failed to file any challan the workman was discharged and as such there was no justification for his continued suspension.

4. In reply to the statement of claim of the workman the Bank has contended in its written statement that the workman had been suspended because a criminal case was pending against him involving fraudulent withdrawals of Rs. 27,800 from two Saving Bank Accounts maintained with the Bank at its Ludhiana Branch; that the suspension is valid; that the Bank has not yet started disciplinary/Departmental proceedings against him till the criminal case is concluded otherwise the workman may have to be compelled to disclose the defence which he might be required to take; that the workman has not been acquitted of the charges and it is proved that the suspension being valid the workman is not entitled to any relief.

5. The workman has in his statement as W.W. 1 stated that he was appointed as attender on 12-5-73 and was suspended on 26-12-75 vide letter Ex. W.W. 1/1. He has also produced letter Ex. W.W. 1/2 and the order of discharge of his bail bond by the Chief Judicial Magistrate, Ludhiana on 29-8-77 vide his Judgment Ex. W.W. 1/3. I have perused these three documents. Ex. W.W. 1/1 is letter dated 26-12-75 suspending the workman on account of certain serious allegations against him but latter provides that he will be paid subsistence allowance in terms of service conditions during the period of his suspension Ex. W.W. 1/2 is letter dated the 2nd January, 1976 wherein it is brought out that the action of the Branch Manager in suspending workman from service pending enquiry is confirmed by the Head Officer of the said

Bank. It was further brought out in this letter that 'pending enquiry into the alleged mis-conduct on your part. You are hereby suspended from the service of the Bank w.e.f. 26-12-75 until further orders vide clause 19.12(b) of the Bipartite Settlement.' From the perusal of letter Ex. W.W. 1/1 read with Ex. W.W. 1/2 of the written statement filed on behalf of the Bank it is established that the suspension of the workman is pending enquiry into the alleged misconduct and therefore is yet within the competence of the Bank authorities. The bank authorities have specifically referred to the provisions of the Bipartite Settlement in letter Ex. W.W. 1/2 under which the workman has been suspended. It may be that the Chief Judicial Magistrate has discharged the bail bonds of the workman but that does not mean that is not open to the Bank to hold enquiry against the workman into the alleged mis-conduct departmentally. As long as the Bank does not decide to hold the said enquiry it cannot be said that the order of suspension is illegal. It is correct that the Bank should have acted efficiently and quickly in starting the enquiry against the workman particularly that he has been suspended for the last about 5 years. However it is not open to this Tribunal to issue any direction to the Bank in this behalf except making the above mentioned passing remarks. Until the Bank concludes the enquiry or drop the enquiry it cannot be said that the order of suspension is invalid, or without jurisdiction. I have perused the order of the Chief Judicial Magistrate, copy whereof in Ex. W.W. 1/3. From the Perusal thereof also it cannot be said that the Magistrate has discharged the workman from the criminal case likely to be put against him by way of a challan by the police. It is only on account of delay in the submission of the challan that the bail bonds have been discharged. Even this order of discharge Ex. W.W. 1/3 cannot operate as a bar against any departmental domestic enquiry into the alleged misconduct by the Bank. Keeping in view these facts I hold that the Management of Syndicate Bank, Ludhiana is justified in suspending Shri Ashok Kumar Megh, Attender w.e.f. 26-12-1975 and to continue to keep him under suspension after his discharge from bail bond by the Chief Judicial Magistrate, Ludhiana on August 29, 1977 and that it is awarded accordingly that the workman is not entitled to any relief Parties however are left to bear their own costs.

Sd./-

Further Ordered :

That requisite number of copies of this award may be sent to the appropriate Govt. for necessary action at their end.

MAHESH CHANDRA, Presiding Officer

[No. L. 12011/53/78-D. II(A)]

S. K. BISWAS, Desk Officer

Dated : the 15 July, 1980

बादल

नई दिल्ली, 7 अगस्त, 1980

का०जा० 2155—केन्द्रीय सरकार की राय है कि इससे उपाखण्ड अनुसूची में विनिर्दिष्ट विषय के बारे में बी०सी०जी० बैक्सीन सेबोरेटरी, गिन्डी, मद्रास के प्रबन्धन से सम्बद्ध एक औद्योगिक विवाद नियोजकों और उनके कर्मचारियों के बीच विद्यमान है ;

और केन्द्रीय सरकार उक्त विवाद को न्यायनिर्णयन के लिए निर्देशित करना वांछनीय समझती है ;

अतः केन्द्रीय सरकार, औद्योगिक विवाद अधिनियम, 1947 (1947 का 14) की धारा 7-क और धारा 10 की उपधारा (I) के खण्ड (घ) द्वारा प्रदत्त शक्तियों का प्रयोग करते हुए, एक औद्योगिक आधिकरण गठन करती है जिसके पीठासीन अधिकारी श्री टी० सुब्रह्मण्यम हैं, जिन्का मुख्यालय मद्रास में होगा और उक्त विवाद को उक्त औद्योगिक आधिकरण को न्याय निर्णयन के लिए निर्दिष्ट करती है।

अनुसूची

क्या बी०सी०जी० बैक्सीन सेबोरेटरी, गिन्डी, मद्रास के निदेशक की श्री टी० सुब्रह्मण्यम, ग्लासवेयर क्लीनर की सेवाओं को 24-7-78 से

समाप्त करने की कार्यवाही न्यायोचित है। यदि नहीं तो सम्बन्धित कर्मकार (कर्म अनुसूची) का हकबार है।

[संख्या एन-42012(48)/79-डी०II(B)]

ORDER

New Delhi, the 7th August, 1980

S.O. 2155.—Whereas the Central Government is of opinion that an industrial dispute exists between the employers in relation to the management of B.C.G. Vaccine Laboratory Guindy, Madras and their workmen in respect of the matter specified in the Schedule hereto annexed :

And, whereas the Central Government considers it desirable to refer the said dispute for adjudication ;

Now, therefore, in exercise of the powers conferred by section 7A, and clause (d) of sub-section (1) of section 10, of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby constitutes an Industrial Tribunal of which Shri T. Sundersanam Daniel shall be the Presiding Officer, with headquarters at Madras and refers the said dispute for adjudication to the said Tribunal.

SCHEDULE

"Whether the action of the Director, B.C.G. Vaccine Laboratory, Guindy, Madras in terminating the services of Shri D. Vythilingam, Glassware Cleaner, on 24-7-78 was justified? If not, to what relief the workman is entitled"

[No. L-42012(48)/79-D.II.(B)]

New Delhi, the 7th August, 1980

S.O. 2156.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal, Calcutta, in the industrial dispute between the employers in relation to the management of Methani Colliery of Sitarampur Sub-Area of Eastern Coalfields Limited, P.O. Sitarampur, District Burdwan and their workmen, which was received by the Central Government on the 2nd August, 1980.

BEFORE MR. JUSTICE R. BHATTACHARYA, M.A.,
B.L., PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL, CALCUTTA

PARTIES :

Management of Methani Colliery

AND

Shri Manik Paswan and 5 others.

APPEARANCES :

On behalf of Management—Sri N. Das, Advocate.

On behalf of Workmen—Sri A. K. Lal Gupta, Advocate.

STATE : West Bengal

INDUSTRY : Coalmines

AWARD

The Central Government by its Order No. L-19012/19/76-D. III.B dated 26th November, 1976 referred the instant dispute to this Tribunal under Section 10 of the Industrial Disputes Act, 1947 for adjudication in the following terms :

"Whether the management of Methani Colliery of Sitarampur Sub-Area of Eastern Coalfields Ltd., P.O. Sitarampur, Distt. Burdwan is justified in denying employment to S/Shri: (1) Manik Paswan, (2) Shibu Paswan, (3) Ramu Paswan, (4) Mangal Paswan, (5) Mahadeb Paswan and (6) Fulo Dushad with effect from 28-12-74? If not, what relief the workmen are entitled to?"

2. The workmen mentioned in the Schedule to the order of reference are being represented and supported by Colliery Mazdoor Congress of Asansol. Their case, in short, is that the concerned workmen in this dispute, namely, Manik Paswan, Shibu Paswan, Ramu Paswan, Mangal Paswan, Mahadeb Paswan and Fulo Dushad worked as wagon loaders at Methani colliery prior to the taking over of the collieries and their employer was Messrs Equitable Coal Company Ltd. They went on doing the same work at the Methani

colliery even after the taking over. When the management of the colliery was taken over by the Coal Mines (Taking over of management) Ordinance, the concerned six workmen became the employees of the Central Government and received their wages from the Custodian of the collieries. After the passing of the Coal Mines Nationalisation Act, 1973, they became the employees of the Central Government from the appointed day, namely the 1st of May, 1973 under the Coal Mines Authority Limited, and then under the Eastern Coalfields Ltd. In December, 1974 the management had a mind to make all the wagon loaders permanent and in fact they were made permanent in their service. On 28-12-74 a Loading Babu of the colliery along with the contractor, in order to thrust their men into the job in place of the concerned workmen, took away the identity cards of the six persons already mentioned and ultimately the management refused to employ these persons illegally without any reason. It has been alleged by the workmen that another set of persons were tried to be introduced by the conspirators to falsely impersonate the six workmen. Those persons were not accepted as genuine. The concerned six workmen named were in the records of the colliery and also in the B form register. They produced certificates from Mukhias of their respective villages and other persons to show their identity, but in spite of their attempts the management did not allow them to work. The case of the workmen is that they used to receive Rs. 11.90 P. per day and each of them worked for 24 days in a month. They are also entitled, besides the wages, to other benefits of service. It is stated also that these six workmen were not paid any wages for the month of December, 1974 during which they worked. The union of the workmen took up the case for the workmen with the management and the Conciliation Officer but ultimately the negotiations failed. Their claim is that they should be given employment immediately as before, that wages for the month of December, 1974 are to be paid and that compensatory wages and other benefits for the period of illegal non-employment along with other benefits should also be given.

3. To be brief, the employers' case in their written statement and rejoinder is that the concerned six persons were never in the employ of the colliery. Some other six persons of the same name but with different surnames worked in the colliery and their names appear in the records. Originally they were men of the Contractor Nandalal but after taking over they worked in the colliery as casual labourers. Those who really worked were different persons and when their services were no longer required as casual workers they had been stopped from work. The six persons in the reference were brought by one union and another set of six persons were again brought by another union claiming to be the six persons who really worked earlier as casual workmen. These two sets of workmen were of different and they wanted to take advantage of the absence of surnames in the records of the colliery. The real workers absented themselves and did not appear in the colliery for casual employment upto this date, nor does the management know their whereabouts. It has been the case of the Methani colliery that on 12th December, 1974 the 12 persons already mentioned appeared to get their names recorded in the colliery records. The Loading Babu or the clerk under whom the loading was done as also the contractor under whom the six persons worked found that the said 12 persons were not genuine workmen. They made false impersonation and, therefore, those 12 persons were refused any work and their names were not taken on the rolls. It has been particularly stated that on 28th December, 1974 when those 12 persons appeared, the clerk concerned started entering their names in the register which was not exactly form B register and the entry was not completed since there was rivalry in their claims. The payment of Rs. 11.09 P per workman was denied. The sum and substance of the statement of the management of Methani colliery is that the six persons mentioned in the schedule to the order of reference never worked in the colliery, that the dispute of those persons were not taken up by any competent union so as to make it industrial dispute and that at best this being an individual dispute cannot come within the jurisdiction of this tribunal. The prayer of the employer is that the claim should be rejected.

4. Several documents have been exhibited on both the sides. Some witnesses have been examined on the side of the employer and some on the side of the workmen.

5. At the time of argument Mr. N. Das, learned Advocate appeared for the management and Mr. A. K. Lal Gupta, learned Advocate for the Union represented the workmen. Mr. Das's contention before me are, first, the instant dispute is not an industrial dispute, secondly, if it is taken as individual dispute then it does not come under the purview of Section 2A of the Industrial Disputes Act so as to render it an industrial dispute, and thirdly, the six workmen involved in this case did never work at any point of time at the colliery. In fact, these are the three relevant points argued before me and dealt with by the learned Advocates of both the parties.

6. Let me first of all take up the first two law points raised by Mr. Das on behalf of the management. His contention is that originally Colliery Mazdoor Congress affiliated to Hind Mazdoor Sabha took up the cause of the workmen but during the conciliation proceedings the said Congress withdrew their support and another branch of the said Congress known as 'Independent' espoused the cause of the workmen and, therefore, when the original supporter left the workmen in the lurch, subsequent support from another union will not render the dispute an industrial one. Mr. Das's contention is that the original supporter of the workmen must represent the workmen and shall be taking up their cause till the disposal of the dispute by the Tribunal if there be any reference at all. I am sorry, I cannot accept this contention. First of all we must see the evidence of some of the witnesses examined on the side of the workmen, WW-1 is Parsadi Mondal. He is working in the Methani colliery as a loader. In his evidence he has stated that he is the Organiser of the Union attached to Hind Mazdoor Sabha, hereinafter referred to as "HMS", of which Jayanta Poddar is the Secretary. This union operates in Methani colliery. He has stated that he has no connection with the union of Jagdish Pandey who is connected with Colliery Mazdoor Congress (Ind.). In the instant reference before me Colliery Mazdoor Congress (Ind.) has been supporting the cause of the workmen but still WW-1 though not a member of that Mazdoor Congress, he has come to give evidence to support the workman. Mr. Das has made an attempt to say that although originally there was the Colliery Mazdoor Congress (HMS), subsequently it was split into two, Colliery Mazdoor Congress (HMS) and Colliery Mazdoor Congress (Ind.). Mere splitting of a union into two is of no consequence, if a branch of the Congress goes on supporting the workmen. There is no denying the fact that Colliery Mazdoor Congress (Ind.) is one of the unions working in the colliery. We find from the evidence of WW-1 that there are several unions working in Methani colliery. The evidence shows that a union of workmen of Methani colliery has always been supporting the workmen in the present dispute. Even at the time of the order of reference a substantial number of workmen in the form of Colliery Mazdoor Congress (Ind.) supported the workmen in the present case. I have no doubt, therefore, that the present dispute in respect of the workmen has been sponsored by the workmen of the colliery and, as such, this is an industrial dispute.

7. Coming to the second question, even if the present dispute is not a dispute espoused by the workmen of the colliery, the point that is to be decided is whether this dispute assumed as individual dispute may come under the purview of this Tribunal. For this purpose Section 2A of the Industrial Disputes Act is there. This new section has been added by the Industrial Disputes (Amendment) Act, 1965. According to this Section when any employer discharges, dismisses or retrenches or otherwise terminates the services of an individual workman, any dispute or difference between the workman and his employer connected with or arising out of such discharge, dismissal, retrenchment or termination shall be deemed to be an industrial dispute, notwithstanding that no workman from any union of the workmen is a party to the dispute. In the present case the allegation of each of the six workmen is that the employer Methani colliery has denied employment to each of them although each of them was an employee. This denying of employment clearly speaks about the termination of service on the background of the case of the workmen. In industrial dispute, the labour law, in my view, should not be strictly twisted to rely upon meaningless technicalities. The Tribunal has to see that the laws are reasonably and practically applied according to the spirit laid down by the Legislators. When the present dispute relates to the termination of the services of six individual workmen,

certainly in view of Section 2A already mentioned, it becomes an industrial dispute to be dealt with by the Tribunal. The two points raised by Mr. Das, as indicated above, are decided against the colliery.

8. Let us now come to the third and substantial issue to be decided by this Tribunal. The question is whether the six persons named in the schedule of reference or any of them is a workman, or to be precise, a workman on the date when they were refused employment as alleged.

9. On the side of the workmen three witnesses have been examined and several documents have been exhibited on their side. WW-1 is Parsadi Mondal. From his evidence we get that he has been working in Methani colliery as a loader. He has stated that the concerned workmen in the present case, namely, Manik Paswan, Shibu Paswan, Ramu Paswan, Mangal Paswan, Mahadeb Paswan and Fulo Dusadh were working as casual wagon loaders under the contractor Nandalal Singh when the colliery was under the private management. After the takeover when these workmen were going to be made permanent in the Methani colliery in their work, Nandalal took away their identity cards which were issued by the office of the Colliery after nationalisation. The witness does not know any person named as Manik Shaw, Mangal Shaw, Shibu Shaw, Ramu Shaw, Mahadeb Shaw and Fulo Shaw. As I have already stated this witness was connected with the union affiliated to HMS but still he came forward to support the case of the six workmen. He lived near the residence of these six workmen. He has asserted that cards were issued to these workmen in their names but those cards were retained by the contractor meaning thereby Nandalal. The suggestion from the side of the management was that he was a Paswan and that is why he came forward to support the workmen who are Paswans but he has denied that suggestion. In cross-examination the witness has asserted that the six workmen under Nandalal whose names have been mentioned in the order of reference belong to Monghyr district. There is nothing to disbelieve the evidence of this witness.

10. WW-2 is Jagdish Kewnt. He is also a workman in Methani colliery from before nationalisation. He started his work as casual wagon loader and he knows all the concerned workmen and he has identified all the six persons mentioned in the Reference. The witness has stated that these six persons had been working in the colliery from before him and they were working under Nandalal. He has also stated that cards were given to the contractor for distribution amongst the workmen. This witness has been cross-examined at length. He has stated that his name has been recorded in B form after the issue of card to him and there is no cross-examination on this point. He has denied the suggestion that another set of six persons having the same names used to work in the colliery. This witness has stated that he is a member of Joyanta Poddar's union that is to say, the Union affiliated to HMS. He is not a member of Colliery Mazdoor Congress (Ind.). He is also a competent witness to say who actually worked under Nandalal and there is nothing in his evidence which may suggest that he has given false evidence.

11. Next witness is WW-3 Manik Paswan, one of the workmen in dispute before us. From his evidence we get that he along with other workmen named in the order of reference worked under Nandalal Singh, the contractor. Each of them used to earn Rs. 20 to Rs. 30 per week. There was no other wagon loader under Nandalal Singh. The witness has asserted that he and five others worked upto 28-12-74 in Methani colliery. The cards which were issued by the management were kept by the contractor and the cards were not handed over to them. His allegation in evidence is that Nandalal demanded some money before he would hand over the cards to them. The workmen did not agree. The witness has further asserted that they have all got their names entered in B form register through Labour office clerk Tarak Babu. All the six workmen are members of Jagdish Pardevi's union, namely Colliery Mazdoor Congress (Ind.). They did not draw their wages for the week ending 28-12-74. Since then they have been stopped from work. This witness is a resident of Tikara in the district of Monghyr. He has denied the suggestion that he and five other concerned workmen were never employees

of the contractor, Nandalal Singh. He has denied the suggestion that six other persons named, Manik Shaw, Mangal Shaw, Mahabir Shaw, Shibu Shaw, Ramu Shaw and Fulo Shaw were working under Nandalal at the Methani colliery at the material time. The evidence of this witness is a very straight-forward one duly supported by two other witnesses as I have already mentioned.

12. Along with the evidence on the side of the workmen let us now consider the documentary evidence adduced in this case. Ext. W-6, a photostat copy of a page of paysheet of the Coal Mines Authority Ltd., for the week ending 5-1-74 shows the names of the six persons before us but without any surname. In the column of name and occupation we find under the name Nandalal the names of the six workmen. They worked for three days and the total remuneration they got for the week was Rs. 33.31 P; of course one of them got Rs. 33.33 P. Ext. W-7 consists of paysheets showing payment of wages of different employees for the weeks ending 1-12-73, 30-11-74 and 9-11-74. In each of the pages we find the names of Manik, Shibu, Ramu, Mahadev, Mangla and Fulo under the name of Nandalal. For the week ended 1-12-73 each of them earned Rs. 46.09 P; for the week ended 30-11-74 each of Manik, Shibu and Mahadev earned Rs. 16/- and few paise and each of the other three got Rs. 12/- and few paise. Each of them worked for a day in that week; for the week ended 9-11-74 Manik, Shibu and Ramu each earned Rs. 39.21 P; working for 3 days and the other three earned Rs. 26/- and few paise each for working two days in that week. In this case the management has not produced the paysheets of the workers at least upto 28-12-74. The documents already exhibited will support the case of the workmen that they worked even in November, 1974.

13. Now let us come to the evidence on the side of the management. The most important witness in this case is Nandalal Singh, MW-1. From his evidence we get that he was a loading sirdar. His job was to load wagons in Methani colliery and for that purpose he used to maintain certain labour force. He used to keep records of the persons who worked under him. He says that in the year 1972-73 he had only six persons on his rolls and after the termination of his contract, those six persons were taken over by the colliery. According to him none of the six workmen before this Tribunal worked under him. He says that the six persons who worked under him were Manik Shaw, Shibu Shaw, Ramu Shaw, Mangal Shaw, Mahadeb Shaw and Fulo Shaw. Those persons at present are staying at their homes. His evidence is that those persons gave up the job because they were not getting employment throughout the week and also because employment was casual for a day or two in a week. The wage sheets will show that those persons earned two, three and five days, wages in a week and therefore his statement that they left their employment because they got employment only for a day or two in a week does not appear to be reasonable. He says that once he was called by the Welfare Officer of the colliery and was asked to say whether any of the 12 persons present there worked under him and he told that none of the said persons worked under him. The witness wants to say that there was a dispute between two sets of workmen and one set was the workmen before us. According to the witness the workmen in the reference were not his workmen and did not work in Methani colliery. He has admitted that after the takeover the contractor's casual employees were given bonus cards by the colliery authority. This witness has attended this Tribunal several times, as he says, spending his own money, although he is a witness of the management. He has admitted that those who worked under him came from Monghyr District. We also get from the evidence on the side of the workmen that the workmen mentioned in the Schedule of reference also belonged to Monghyr. In cross-examination Nandalal has admitted that the persons who worked under him and taken over by the colliery were given identity cards by the colliery after nationalisation. From the witness we also get that he used to keep temporary khata to show his accounts of emoluments of the workers working under him. At first he denied that he kept any receipt after making payment to the workmen but subsequently he has admitted that on a foolscap paper shares of the workmen were recorded and the workers used to subscribe their thumb impressions on

receipt of their payment. The witness is not a straightforward man. He has stated that the earnings of his workers were Rs. 15 to Rs. 18 per week but from the paysheet exhibited in this case and from evidence we get that Manik and five others used to get more per week. Nandalal has stated that he has no enmity with Parsadi or Jagdish who have given evidence on the side of the workmen. We also get from him that all the casual wagon loaders have been made permanent in the colliery. He has further admitted that he did not supply their particulars to colliery at the time when they were absorbed in the colliery service but they themselves supplied the particulars. From the evidence of this witness we find that he was present at the time when the workmen to be absorbed were called by the Labour Officer and those six persons stated their names and addresses before the Labour Officer. He does not know any reason why their surnames or addresses or fathers' names were not recorded in the company's book at the time of absorption. It has to be particularly noted that Nandalal has not produced any account book or payment receipt or any other paper to show that Manik Shaw and some other five Shaws different from the workmen before us worked under him. Moreover, from his evidence we get that although surnames, address, etc., were given by his workmen to the Labour Officer those were not recorded. We find no reason why there was such omission. He has also admitted that he did not supply particulars of his workmen to the colliery when they were absorbed.

14. MW-2 is the Manager of the colliery. His evidence is not of much importance. He says that he joined Methani colliery on 21st December, 1973 and stayed there upto 31st August, 1976. The contract system of labour was abolished in April, 1974. At that time it was decided to absorb the employees of the contractors in the colliery. His evidence is that one day the Welfare Officer reported to him that two groups of persons numbering six in each group claiming to be ex-employee of Nandalal and wanted to get their names and home addresses to be recorded. Their names were identical with different surnames Ojha told him that none of those 12 persons were genuine and he referred the matter to Sub-Area Manager. We get from his evidence that so long as the workmen worked under the contractor, their attendance was being maintained by the contractors and the contractors supplied the names and particulars of the workmen employed by them at the time of takeover. On the bases of the particulars supplied by the contractors the names and particulars of the workmen were entered in B form register. This evidence is very important. Nandalal has not produced any attendance register during his regime. Nandalal has admitted that he did not supply the names and particulars of his workmen to the colliery. We get from this Manager that on the basis of the particulars supplied by the contractors, the names of the contractors' workmen were entered in form B register. B form register in this case has not been filed. When the workmen of the contractors came under the colliery their wages were paid by the colliery and the names started appearing in wagesheets of the colliery. He has identified Ext. W-6 wherein the names of the six workmen appear without surname.

15. The next witness is MW-3 the Welfare Officer, P. N. Jha. He says that in December, 1974 a group of six persons came to him and claimed to be treated as workers of Nandalal Singh. That group complained that another group of six persons had attempted to get their names entered in the colliery register. He sent for Nandalal, the contractor and Tinkari Mukherjee, loading in-charge and a duty clerk to establish the identity of the genuine workmen. He says that Nandalal and the loading staff did not accept the identity of the genuine workmen. He says that Nandalal and the loading staff did not accept the identity of that group. He reported to the Manager that the identity of none of the 12 persons claiming to be workmen had been established. After abolition of the contract labour system the names of Nandalal's wagon loaders were recorded only by their first name. Their surnames were not recorded. In this case the management has not produced the original book wherein the names of those workmen were entered. The witness has stated that when the dispute arose between the two groups, Nandalal's original workmen were not working in the colliery. He cannot say upto which date the attendance of Nandalal's men was recorded. He does not remember if in November, 1974 any of the Nandalal's workman was working. The witness has got no knowledge whether contractor Nandalal's men were given identity cards. It is curious that the witness does

not deny that any identity card was given to the workmen of Nandalal. The permanent workmen according to this witness were given identity cards with photographs and casual workers were given bonus cards.

16. The last witness on the side of the management is MW-4, Tinkari Mukherjee, the loading in-charge. After the stoppage of contract labour system contractor's workmen, according to this witness, were taken in as casual labourers by the company and they were paid bonus. He has asserted that the workmen in this dispute never worked under Nandalal. In cross-examination he has stated that no B form used to be maintained for casual wagon loaders. At first he says that after takeover no bonus register was maintained for casual labourers. But at the next moment he says that bonus register was maintained for casual wagon loaders. In this case the company has not produced any bonus register to show how the workmen of Nandalal were recorded there after takeover. MW-4 has stated that there is no record to show the names and description of the workmen in dispute. At the same time he has stated that after nationalisation records were maintained giving the description of those workmen who were working under Nandalal. That document is not coming. Again he says after nationalisation Loading Babu was maintaining the attendance register of wagon loaders. Such attendance register maintained by Loading babu has not been filed. Of course certain wagesheets have been marked but the attendance register is not coming. He has admitted that according to the wagesheet, Ext. W-7, the workmen of Nandalal working in the colliery worked for 5 days in a week. He has also stated that there is no record to show that they had left the work.

17. This is the state of evidence adduced on the side of the management. Giving my best considerations I reject the evidence of the management's witnesses when they say that different persons and not the workmen mentioned in the order of reference worked under Nandalal and that they were ultimately absorbed in the services of the colliery. I can not also accept the evidence as sought to be adduced on the side of the management that the workmen of contractor Nandalal left the services of the colliery and went home giving up the lucrative job after the takeover. The story that they left for their village, home finding no sufficient employment has to be rejected summarily. From the evidence I find that workmen of Nandalal earned not only remuneration for ordinary labour but also dearness allowance and bonus. It is unbelievable that this covered job should be given up by some workmen of the contractors particularly when according to the story of the management two groups of persons are fighting for getting the job. One circumstance in this case should be noted. Ext. M-5, copy of the Report of the Conciliation Officer to the Government of India has been admitted in evidence by Mr. Das, the learned Advocate on behalf of the management to show how the parties conducted themselves in this dispute. Mr. Lal Gupta, learned advocate on the side of the workmen gave consent to this being considered as evidence. It will appear from the report of the Conciliation Officer that during the stage of conciliation the case of the management was that in the old form-B register of Methani colliery names of Manik, Shibu, Mahadev, Ramu, Mangal and Fulio were recorded as the casual wagon loaders without surnames and fathers' names and in order to maintain form B register properly, the management called the six persons named above to give their details to fill in the columns of the B form register. Though these persons reported before the management and gave their bio-data for the form B register, in the meanwhile another set of six persons of the same name reported to the management and claimed that they were bonafide workmen. The management formed a committee consisting of some officer of Eastern Coal Fields to find out the case of false personation and find out the real persons and the committee found none of the persons to be bonafide workmen. From the reading of this story at the stage of conciliation it appears that the management called the six persons who were workmen at that time to give details but another group came and challenged their identity. Moreover, there is the story of forming a committee for investigation but at the time of trial before me there is no such story of formation of a committee and there was no case that the six persons concerned were called to give their details. On the other hand, before this tribunal the case is that there is no knowledge when the real workmen of Nandalal left the service of the colliery and at the end of December, 1974 two warning groups of persons consisting six persons each came of their own way to get their names recorded as employees. It is also alleged here that as the workmen found no sufficient work, they left the colliery and went home. Though their names

were common yet their surnames were different. It appears, therefore, that the stories of the management regarding the falsification of names are not consistent. This is a circumstance which has to be considered along with independent and reliable evidence adduced on the side of the workmen, duly corroborated by the documents filed in this case and other circumstances. The management has not produced relevant and important documents which contained the names of the workers like Form B Register, Attendance Register, the book in which the names of the workers were recorded after takeover, Registers showing the workers to whom identity cards and bonus cards were issued and all wage sheets upto 28-12-74. Neither has Nandalal produced documentary evidence like list of his workers, receipts of payments etc. as already mentioned earlier to support their case. Had those documents been produced before this tribunal, I have no manner of doubt to hold, they would have gone against the colliery and in favour of the workmen before me to show that they were the real workmen under Nandalal whose services were absorbed by the colliery and who had been working in the colliery as employees thereof upto 28th December, 1974. I have no doubt that the workmen under reference have illegally and without any reasonable ground whatsoever been denied the work they were to do as wagon loaders.

I, therefore, answer the issue mentioned in the Schedule to the Order of Reference in favour of the workmen. I hold that the management of Methani colliery of Sitarampur Sub-area of Eastern Coal Fields Ltd. acted illegally and was not justified in denying the employment of Manik Paswan, Shibu Paswan, Ramu Paswan, Mangal Paswan, Mahadeb Paswan and Fulo Dusadh with effect from 28-12-74. On the question of relief I hold that the management shall allow them at once to work in their former capacity as wagon loaders with all wages and amenities that they were entitled to. For the period of non-employment they are also entitled to relief. On that question I have considered the wagesheets and I think justice would be done if I allow a sum of Rs.50 per month to each of the workmen mentioned above as compensation with effect from 28-12-74 till reinstatement of the workmen in their former job and the same shall be paid. This is my award.

Dated, Calcutta, The 25th July, 1980.

R. BHATTACHARYA, Presiding Officer.
[No. L19012/1976-D.III(B)/D.IV(B)]
S. S. MEHTA, Desk Officer.

New Delhi, the 14th August, 1980

S.O. 2157.—In pursuance of section 17 of the Industrial Dispute Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Arbitrator, in the industrial dispute between the employers in relation to the management of Western Coalfields Ltd., Pench Area, Aklehra Sub-Area, P.O. Parasia, District Chhindwara (MP) and their workmen, which was received by the Central Government on the 7th August, 1980.

BEFORE SHRI H. G. BHAVE, REGIONAL LABOUR COMMISSIONER (CENTRAL) & ARBITRATOR, BOMBAY

Reference No. 1 of 1979

In the matter of Industrial dispute between the management of Western Coalfields Ltd., Pench Area, P.O. Parasia, Distt. Chhindwara (M.P.) and their workmen represented by Bharatiya Koyla Khadan Mazdoor Sangh (BMS), P.O. Chandametta, Distt. Chhindwara (M.P.) relating to refusal by Drillers-cum-Dressers of Eklehra Colliery of doing the jobs of carrying mud pallets, packing holes, stemming a clearing of dust from under the cuts.

APPEARANCES :

On behalf of Employers—1. Shri R. L. Sharma, Personnel Manager. 2. Shri J. R. Lal, Manager.

On behalf of Workmen—1. Shri Shivbaran Singh, President. 2. Shri S. P. Tewari, Vice-President.

STATE : Madhya Pradesh. INDUSTRY : Coal Mining.

AWARD

The authorities of the Western Coalfields Ltd., Pench Area and Bharatiya Koyla Khadan Mazdoor Sangh (BMS) signed an agreement on 23-12-1978 under Section 10A of the

Industrial Disputes Act, 1947 read with Rule 7 of the Industrial Disputes (Central) Rules, 1957 agreeing to refer the dispute for my arbitration under the Act. Accordingly, the Central Government referred the following dispute for my arbitration vide their Order No. L. 22013(3)/79-D-IV(B) dated the 15th February, 1979 published in the relevant Gazette of India.

"Whether refusal by Drillers-cum-Dressers of Eklehra Colliery of doing the jobs of carrying mud pallets, packing holes, stemming and cleaning of dust from under the cuts is justified; if not, to what relief the management is entitled?"

2. According to the terms of the written agreement dated 23-12-1978, the Award was to be given within a period of two months or within such further period as extended by mutual agreement between the parties in writing. This time limit was extended from time to time by the parties and it was last extended on 10-6-1980 till 31-7-1980.

3. Hearings were held on 19-4-1979; 19-6-1979; 4-9-1979; 29-11-1979 and the last hearing on 19-2-1980. The written statements were filed by the W.C. Ltd. on 14-3-1979 and by the Bharatiya Koyla Khadan Mazdoor Sangh (hereinafter referred to as the 'Sangh') on 28-3-1979. On 19-6-1979, the employers filed two documents which were two conciliation settlements reached before the Assistant Labour Commissioner (Central), Chhindwara on 26-10-1971. The management further filed vide communication dated 9-12-1979 a copy of the Award of the Central Government Industrial Tribunal-Labour Court, Jabalpur dated 3-6-1968. The WE Ltd. authorities also filed their written arguments vide communication dated 15-12-1979. The union did not file any documents in support of their case. None of the parties filed rejoinder to the written statement nor any witnesses were examined. Both the parties argued at length their respective stands on 19-2-1980 at Nagpur.

4. The facts of the case as disclosed in the written statement of the employer-Company—M/s. Western Coalfields Ltd. are that as per the recommendations of the Wage Board the Dressers are placed in Category-III and the Drillers in Category IV and their job descriptions have been enumerated in Appendix V—page 46 of Volume II of the Report of the said Wage Board. Prior to 26-10-1971, the persons designated as Dressers were paid Rs. 0.50 as Drilling Allowance and Rs. 0.19 per tub as incentive on production over 15 tubs per dresser on the actual work done. They were actually doing in Eklehra Colliery the jobs enumerated below :

- (i) Drilling holes in coal and other strata for purposes of blasting or other purposes.
- (ii) Carrying trailing cables, drilling rods, drill bits etc (implements attached to drilling of holes).
- (iii) Carrying of mud pallets from stacking places in district to working faces in adequate quantities.
- (iv) Putting mud pallets in charged holes.
- (v) Stemming.
- (vi) Guarding entries to the working places at the time of shot firing under the guidance of Shot Firer.
- (vii) Dressing roof sides and floor of a gallery or pillar after shots have been fired in order to render the working faces safe or any other place as per requirement for safety purpose.
- (viii) Cleaning of dust from the under cut.

The Madhya Pradesh Rashtriya Koyala Khadan Mazdoor Sangh (INTUC) had raised a dispute in July, 1971 which ended in conciliation settlement on 26-10-1971 in which the job of Dressers and Drillers were combined and even Dressers were designated as Drillers-cum-Dressers and were placed in Category IV, highlighting the provisions of the first settlement of 26-10-1971, it is argued that it was also agreed in it that wherever they are required to do the job of stone drilling/dressing due to hazardous mining conditions, they will do the job of dressing for which they will not be entitled for any extra allowance. By another settlement dated 26-10-1971, the management argued that it was agreed that the Dressers-cum-Drillers will be paid Rs. 0.30 per tub as incentive bonus over 15 tubs instead of the then prevailing incentive bonus rate of Rs. 0.19 over 15 tubs for

the actual days of work done by the workmen concerned from 15-8-1971. In the light of this settlement, the Dressers were designated as Drillers-cum-Dressers and they continued to do the above enumerated jobs. The management asserted that from 1-10-1978, the Drillers-cum-Dressers of Eklehra Colliery resorted to go-slow and they refused to do the jobs of carrying of mud pallets and putting mud pallets in charge holes. According to the employers, the action of the Drillers-cum-Dressers in refusing to do these jobs was rather unilateral and without any notice. In conclusion, the management pleaded that the action of the Drillers-cum-Dressers of the Eklehra Colliery in refusing to do the jobs in question may be declared as unjustified.

5. In the final hearing held on 19-2-1980, the union's spokesman—Shri Shivbaran Singh reiterated their stand as contained in their written statement dated 28-3-1979. Highlighting in brief the main theme of their contention, it was asserted on behalf of the union that the descriptions of the job have been given in the Wage Board Recommendations applicable for the Coal Mining Industry. These job descriptions clearly denote the nature of job to be done by the concerned workers. The erstwhile management of M/s. Pench Valley Coal Co. Ltd. and M/s. Amalgamated Coal Fields Ltd. had a practice of employing dressers in Cat. III and asking them to work as drillers also for which a drilling allowance was separately paid to them. Apart from this, the dressers were paid incentive on production at a specified rate. This was increased by the management in 1967. The union had taken up the matter in conciliation which ended in a failure. A reference was made to the Industrial Tribunal by the Central Central Government but the decision went against the management. To this, the management had filed a petition before the Hon'ble High Court of Madhya Pradesh but before the decision of the High Court, the union had entered into a settlement according to which it was agreed inter alia to designate the dressers as Dressers-cum-Drillers in Category-IV. According to the union, there has been nothing to show that the Dressers-cum-Drillers have to do the job of carrying mud pellets and packing holes etc. from the under cuts. This practice, the union agrees in their written statement, was in existence in some of the collieries. As the extra job was being asked for to be done by them, the workers were disinclined to do the same. The union asserted that the management has been exploiting the workers without any extra payment. In view of this, the union pleaded that it may be held that the Dressers-cum-Drillers are justified in refusing extra jobs in question.

6. On the above pleading, the simple issues that arise for consideration are —

- (i) whether the Dressers-cum-Drillers of Eklehra Colliery were justified in refusing to do the jobs of carrying mud pellets, packing holes, stemming and cleaning of dust from the under cuts.
- (ii) If the answer to (i) above is in negation, necessary relief to the management.

7. Both the parties have not chosen to lead any oral evidence.

Issue (i) : The factual position is that as per the Recommendations of Central Wage Board for the Coal Mining industry, Dressers had been placed in Category III and Drillers in Category IV. Their jobs have also been clearly enumerated in the report. Prior to 26-10-1971, Dressers in this Colliery were paid Rs. 0.50 as Drilling Allowance and Rs. 0.19 per tub as incentive on production over 15 tubs on the actual work done. They have been doing the 8 jobs mentioned by the management as enumerated in para 4 above. The M.P. Rashtriya Koyla Khadan Mazdoor Sangh (INTUC) had served a strike notice on 31-7-1971 on the Chief Mining Engineer of 3 Companies, viz., M/s. Pench Valley Coal Co. Ltd., M/s. Amalgamated Coalfields Ltd and M/s. Jamai Majri Coal Co. Ltd. all based at Purasia threatening token strike on 16-8-1971 over a charter of 8 demands. One of the demands related to the Drilling work assigned to Dressers besides their dressing work only on a nominal allowance. The union had demanded that either the wages of one Driller be distributed among the Dressers or for drilling purposes a separate Driller be appointed or Dressers be given Category IV. It was in the light of this demand included in the strike notice that the two conciliation settlements were reached before

Shri O. P. Gupta, the then Assistant Labour Commissioner (C), Chhindwara on 26th October, 1971. According to one conciliation settlement dated 26-10-1971, the Dressers were to be designated as Drillers-cum-Dressers and they were to be placed in Category IV of the C.W.B. Recommendations, w.e.f. 15-8-1971. According to the other settlement of the same, it was agreed that the Drillers-cum-Dressers will be paid Rs. 0.30 per tub as incentive bonus over 15 tubs instead of the then prevailing bonus rate of Rs. 0.19 over 15 tubs for the actual days work done by the workmen concerned. The latter settlement also envisages that the CGIT Jabalpur's Award dated 3-6-1968 in reference No. 4/68 shall be treated as implemented and the parties who were signatories to the settlement had agreed to file an affidavit before the Madhya Pradesh High Court to pass an order in terms of the said conciliation settlement dated 26-10-1971. Thus, in the light of the said conciliation settlements, the Drillers-cum-Dressers had been placed in Category IV and were entitled to get certain additional allowance in the form of incentive bonus for doing certain additional jobs. All these jobs mentioned by the management and touched in brief above, have been done by the workmen at Eklehra Colliery not only prior to 26-10-71 but subsequently also and it continued till 31-9-78. The management's statement that these Drillers-cum-Dressers had been doing various jobs regularly upto 31-9-1978 including carrying of mud pallets from stacking places in the district to the working faces in adequate quantities; putting mud pallets in charged holes; stemming; cleaning of dust from the under cuts has not been denied by the union. The union's contention that the Dressers have been finding some additional jobs not specified in the job description of the Wage Board Recommendations does not hold good as by virtue of conciliation settlement dated 26-10-71, the position had been compromised and the Dressers had agreed to be designated as Drillers-cum-Dressers and had gained substantial gains by virtue of the same. Obviously, the employers had agreed for giving Category IV to the whole team and combining the jobs of Drillers and Dressers when the Wage Board Recommendations do not prohibit combination of jobs. This was done for the better utilisation of man-power. The said settlements are still subsisting. The refusal of jobs of carrying mud pallets from mistacking places in the district to working faces in adequate quantities and putting mud pallets in charged holes and cleaning of dust from the under cuts etc. had necessitated deployment of 24 extra workers of Category I per day in Eklehra Colliery having the rough financial implication for this extra deployment, to over Rs. 1,75,000 per year. I am inclined to appreciate the contention of the management that due to the refusal to clean the under cuts of the machine cut faces the explosive efficiency in the development sections has considerably reduced and has affected the explosive cost. This again has a substantial financial impact. The Mining Experts in the country have been holding a view that the practice of job restrictions must be eased, for it is directly responsible for lowering productivity. The Drillers may have only 2 hours work in the entire shift, hence it should be reasonable for the management to combine the jobs to the extent possible and the entire faces groups should work as a team for variety of jobs in an underground mine.

In the light of the practices obtaining at the Colliery; in view of the conciliation settlements dated 26-10-1971 and in view of the factual position about the work being done by the Dressers-cum-Drillers at the Colliery till September, 1978, I hold that the refusal of Drillers-cum-Dressers of Eklehra Colliery of doing the jobs of carrying mud pallets, packing holes, stemming and cleaning of dust from under the cuts is not justified.

Issue No. (ii) :

In view of the findings on Issue (i) above, it is but natural that the management should get relieved of all the extra burden placed on them due to the refusal of the Drillers-cum-Dressers in doing the above specified jobs, either by way of deployment of extra persons of Category I and/or other financial implications. That is, the workmen should maintain status-quo-ante as prevailing before 31-9-1978.

For the sake of better industrial relations, it will not be out of place to suggest to the management to consider revising the rate of incentive bonus for the Drillers-cum-Dressers which was fixed as far back in 1971 particularly in view of the

fact that a number of revisions have taken place in wages and other allowances of the workers in the Coal Mining Industry in the intervening period.

8. Before parting with the case, I would like to record my appreciation of the full co-operation received from both the parties.

H. G. BHAVE, Arbitrator

Bombay,

Dated the 31st July, 1980

[No. L-22013/3/79-D.IV(B)]

S. S. MEHTA, Desk Officer

New Delhi, the 8th August, 1980

S.O. 2158.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal No. 2, Bombay in the industrial dispute between the employers in relation to the management of Messrs Ebrahim Moosa Services Company Limited, Bombay and their workmen, which was received by the Central Government on the 5th August, 1980.

BEFORE SRI JITENDRA NARAYAN SINGH,
PRESIDING OFFICER, CENTRAL GOVERNMENT
INDUSTRIAL TRIBUNAL NO. 2, BOMBAY.

Reference No. CGIT-2/16 of 1973

PARTIES :

Employers in relation to the management of Messrs
Ebrahim Moosa Services Company, Bombay.

AND

Their Workmen

Reference No. CGIT-2/21 of 1974

PARTIES :

Employers in relation to the management of Messrs
Ebrahim Moosa Services Company, Bombay.

AND

Their Workmen

APPEARANCES :

For the Employers—Shri Shujatali G. Vakil, Advocate.

For the Workmen—1. Shri N. M. Ganguli, Advocate.

2. Shri S. R. Wagh, Advocate.

INDUSTRY : Ports and Docks **STATE :** Maharashtra

Bombay, dated the 19th July, 1980

AWARD

Reference No. CGIT-2/16 of 1973 :

1. The Government of India, in the Ministry of Labour and Rehabilitation (Department of Labour and Employment) in exercise of the powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947 referred to this Tribunal an industrial dispute mentioned below for adjudication by order No. L-31011/4/72-P&D dated 10-10-1973 :—

“Whether the following demands made by the National Dock & General Workers’ Union, 35, Sagar Vihar, 89, P. D’Mello Road, Bombay-9 against Messrs Ebrahim Moosa Services Company, 65, P. D’Mello Road, Bombay-9, are justified and if so to what relief are the workmen entitled :—

1. The watchmen should be paid wages as per the recommendations of the Central Wage Board for Port and Dock Workers and in case it is held that the recommendations of the Central Wage Board for Port and Dock Workers are not applicable to these watchmen, then, whether the wages recommended by the Central Wage Board for Port and Dock Workers for the watchmen employed by the Bombay Port Trust should be made applicable to these watchmen and if so, from what date ;

2. The watchmen should be paid bonus at 20 per cent of the total wages for the accounting year 1971-72 ;
3. The watchmen should be granted 16 days’ paid sick leave, 14 days’ paid casual leave for every completed year of 240 days ;
4. All watchmen should be issued two pairs of uniform each year and supplied with a pair of gumboots and one raincoat in every two years at company’s cost.”

Reference No. CGIT-2/21 of 1974 :

The Government of India, in the Ministry of Labour in exercise of the powers conferred under Section 10(1)(d) of the Industrial Disputes Act, 1947 referred to this Tribunal an industrial dispute mentioned below for adjudication by order No. L-31011/4/72-P&D, dated 18-6-1974 :—

“Whether the following demand made by the National Dock and General Workers’ Union, 35, Sagar Vihar, 89, P. D. Mello Road, Bombay-9 against Messrs Ebrahim Moosa Services Company, 65, P. D’Mello Road, Bombay-9 is justified and if so to what relief are the workmen entitled :—

The watchmen should be paid bonus at 20 per cent of the total wages for each of the accounting years 1969-70 and 1970-71 ?”

Both these references have been heard together as the request of the parties. It appears that by order dated 1-3-1976 M/s. Mackinnon Mackenzie & Co. Ltd., were held to be necessary party to the reference and as such they were impleaded as a party in the same. As against this order M/s. Mackinnon Mackenzie & Co. Ltd., went to the High Court in Misc. Petition No. 792 of 1976 and thereafter on their petition they were allowed to withdraw their petition by order dated 10-1-1980 on the statement of the other side that they do not desire to sustain the order dated 1-3-76 passed by the Tribunal. After receipt of the said order the name of the company was removed from the reference and the case was fixed for hearing.

On 15-7-1980 the concerned parties viz. the Advocate for the employers and the advocate for the National Dock Workers Union and also the advocate for the Transport and Dock Workers’ Union filed a joint compromise in both the cases and prayed that award be given in terms of the afore-said compromise. The compromise petition in Reference No. CGIT-2/16 of 1973 reads as follows :—

- “1. That the Parties to the reference agree that the Award made in Ref. No. CGIT-2/2 of 1975 shall be made applicable in this reference with effect from 15-8-1977 as provided in that Award.
- 2.2 That the Employers agree to pay Bonus at the rate of 8-1/3 per cent of the total emoluments of the workmen (watchmen) for the year 1971-72.
3. That the said payments will be made within three months from the date of Award.”

The compromise petition in Reference No. CGIT-2/21 of 1974 reads as follows :—

- “1. That the employers agree to pay bonus at the rate of 8-1/3 per cent of the total emoluments of the workmen (watchmen) for the year 1969-70, 1970-71.
2. That the said payments will be made within three months from the date of Award.”

The said petitions have been signed by the respective advocates and I have gone through the same and found that they are in the interest of workmen.

Awards are, accordingly, made in terms of the above two compromise petitions dated 15-7-1980. Both the references are thus disposed of in terms of the compromise petitions which will form part of this Award.

No order as to costs.

JITENDRA NARAYAN SINGH, Presiding Officer
Dated : 23-7-80

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2 AT BOMBAY

Ref: (CGIT-2) No. 16 of 1973

BETWEEN

Messrs Moosa Service Company 65 P. D'Mello Road,
Bombay 9

AND

1. National Dock & General Workers' Union.

2. Transport & Dock Workers' Union.

May it please the Hon'ble Tribunal

1. That the Parties to the reference agree that the award made in Ref. Nos. CGIT-2/2 of 1975 shall be made applicable in this reference with effect from 15-8-1977 as provided in that Award.

2. That the Employers agree to Pay Bonus at the rate of 8 1/3 per cent of the total emoluments of the workmen (watchmen) for the year 1971-72.

3. That the said payments will be made within three months from the date of award.

Dated this 15th day of July, 1980.

Sd/-

Advocate for Employers

Sd/-

Advocate for National Dock & General Workers, Union

Sd/-

Advocate for Transport and Dock Workers' Union

BEFORE SHRI P. RAMAKRISHNA, PRESIDING
OFFICER CENTRAL GOVERNMENT INDUSTRIAL
TRIBUNAL NO. 2, BOMBAY.

Reference No. CGIT-2/2 of 1975

PARTIES :

Employers in relation to the watchmen contractors.

1. M/s. Menlyn & Co., Prestige Chambers, 4th Floor, Kalyan Street, Bombay-400009.

2. M/s. B. M. Nanabhoy & Sons, Nanabhoy Mansion, 2nd Floor, Gunbow Street, Bombay-400001

3. M/s. Nazareth Services, 47, Mint Road, Fort, Bombay-400001.

4. M/s. Ebrahim Taqi, 11, Dossa House, Gunbow Street, Bombay-400001.

5. M/s. Sunder Simon, New Dilkush Laundry, 28, Old Modi Street, Bombay-400001.

6. M/s. Roshan Khan & sons, 15, Goa Street, Room No. 135, Bombay-400038.

7. M/s. A. S. Jagirdar, Usha Kiron Building, Ground Floor, Flat No. 3, 2nd Pasta Lane, Colaba, Bombay-400005.

8. M/s. Mohamad Hanif Sk. Abubakar, Geb. Mohd, Building, Hains Road, Byculla, Bombay-400011.

9. M/s. Safia Shaikh Abdul Latif, Shivaji Building, 3rd Floor, 50, Samuel Street, Bombay-400009.

10. M/s. M. Gani, New Dilkush Laundry, 28, Old Modi Street, Fort, Bombay-400001.

11. M/s. Khimji Ranchodji, 243, P. D'Mello Road, Bombay-400038

12. M/s. Madhu Verappa, 16, Kumpta Street, 4th Floor, Room No. 38, Fort, Bombay-400038.

13. M/s. Subratkhan & Sons, 21, Nariman Building, Room No. 10, Mangalore Street, Bombay-400038.

14. M/s. M. Khan Mohamed, Room No. 10, 1st Floor, 40, Khandla Street, Jivaji Boari Chawl, Two Tanks, Bombay-400038.

15. M/s. Vinsons, Imperial Chambers, Vilson Road, Ballard Estate, Bombay-400038.

AND

Their Workmen

APPEARANCES :

For the Employers at S. No. 1 to 14.—Shri K. M. Jamadar, Advocate.

For the Workmen—1. Shri S. R. Wagh, Advocate. 2. Shri S. K. Shetye, General Secretary, Bombay Port Trust Employees' Union, Bombay.

INDUSTRY : Ports and Docks STATE : Maharashtra

Bombay, dated the 26th August, 1977.

AWARD

The Government of India, Ministry of Labour acting under Section 10(1)(d) of the Industrial Disputes Act, (14 of 1947) has referred the following dispute to this Tribunal for adjudication, by its order No. L-51011/9/74-PD/CMT dated 26-12-1974.

"Whether the following demands made by the Transport and Dock Workers' Union, P. D'Mello Bhawan, P. D'Mello Road, Carnac Bunder, Bombay-400038, against the employers mentioned in the Schedule I above are justified ; and if so, to what relief are the workmen entitled ?

1.(a) The watchmen should be paid wages, Dearness Allowance, House Rent Allowance and City Compensatory Allowance as per the recommendations of the Central Wage Board for Port and Dock Workers.

(b) Headwatchmen and gangway watchmen should be paid Rs. 2 more than the watchmen per shift as wages.

(c) At least one Head-Watchman should be employed on every ship, in a transit shed and in a godown.

2.(a) All watchmen and Headwatchmen should be given holidays with pay on all holidays declared by the Bombay Port Trust at holidays for Dock Workers.

(b) All watchmen and Headwatchmen employed on holidays should be paid at double the normal rate of wages.

3. All watchmen and headwatchmen should be given one month's leave with pay per calendar year.

4. All watchmen and Headwatchmen should be given 4 sets of uniforms and a pair of shoes per year.

5. All employees should be paid an amount equal to the bus or railway fare for travel between Bombay and native place of the worker and back in a year."

In pursuance of this reference the Transport and Dock Workers' Union, Bombay have filed a statement of claim stating that the workmen herein who are watchmen are Dock Workers within the meaning of Section 2(b) of the Dock Workers' (Regulation of Employment) Act, 9 of 1948. They contend that watchmen engaged by the 15 Contractors (hereinafter referred to as companies), who are parties to this reference are required to perform the duties in connection with storage of cargo at places or premises in the Dock of Bombay Port Trust, Bombay. They are sent to work at ships, barges, country crafts, wharf, bunders, transit sheds and warehouses and other places in or in the vicinity of the Port and Docks at Bombay for watch and ward of the Import and Export Cargo. They contend that since the Watchmen herein are Dock Workers within the meaning of Act 9 of 1948 they should be paid wages and other allowances on a par with the other Dock Workers, at the rates recommended by the Central Wage Board for Port and Dock Workers. At present the Watchmen are being paid at the rate of Rs. 6 and the Head Watchmen at the rate of Rs. 7 per head per shift. They are not paid any Dearness Allowance, City Compensatory

Allowance, House Rent Allowance or any other allowance admissible to other Dock Workers with whom they work side by side. They claim wages and other allowances with retrospective effect from 1-1-1969 as per the recommendations of the Central Wage Board as accepted by the Central Government by its resolution dated 28-3-1970. They submit that they should be paid wages on monthly scales on the basis of 30 days per month with a further direction that these workmen be treated as permanent employees of the companies. They want that the Head Watchmen and Gangway Watchmen should be paid Rs. 2 per head per shift more than the ordinary watchmen as they have to discharge more onerous and responsible duties. Their urge that one Headwatchman should be employed on every ship, transit shed and godown. At present the watchmen are not being given any paid holidays. They demand that all the holidays declared by the Bombay Port Trust should be treated as holidays for them also. They further submit that at present they are not being paid any extra remuneration when they work on holidays. They claim wages at double the normal rates when they are made to work on holidays. At present the Watchmen are not being given any earned leave. They pray that earned leave for 30 days in a year may be given. They say that two sets of uniforms per year that are now being supplied to them are not sufficient and that this number be raised to 4 sets, having regard to the fact that they work in sun and rain and come into contact with chemicals and explosives. They also say that the Watchmen should be supplied with one pair of shoes per year to look smarter in their uniform and also by way of protection for their feet. Along with the uniform they pray for payment of adequate monthly washing allowance. Lastly they say that leave travel concession at the end of every year should be given to them to enable them to see their folk in their far off villages.

The Bombay Port Trust Employees' Union filed a separate statement of claim on behalf of Watchmen working under the companies who are parties 1, 13 & 15 to this reference on the same lines as that filed by the Transport and Dock Workers' Union.

The Watchmen Contractors who are parties 1 to 7 and 10 to 13 to this reference and 3 other contractors have formed themselves on 9-8-1974 into an Association known as "Ship Watchmen Contractors' Association". On their behalf the President of the Association filed a common statement dated 28-1-1975 contending that the Watchmen in question are not Dock Workers within the meaning of Act 9 of 1948 and therefore not entitled to the benefits the other Dock Workers are entitled to under the Central Wage Board's recommendations. They further submit that the contractors cannot afford to bear the extra financial burden involved in the claim made by the workmen. They say that for every four or more watchmen posted on Board the ship one Headwatchman is engaged. According to them they are paying the extra remuneration of Re. 1 to the Head Watchmen without obtaining any reimbursement from their principals. They submit that no Headwatchman is required to be employed if the number of watchmen posted on a ship is less than 4. They say that their financial position does not permit them to give earned leave and holidays to the Watchmen or pay them double the normal wages in case they are made to work on holidays. They further submit that the Watchmen are employed purely on a temporary basis. They are not permanent workers. Since their working days do not exceed 240 days in a year they cannot be given one month's leave with pay per year. They say that two sets of uniform that are now being supplied every year are sufficient. They submit that the demand for 4 sets of uniform and a pair of shoes is not justified.

On behalf of the Association a supplementary written statement was filed on 3-1-1976. In the supplementary statement the points raised in the earlier statement are only elaborated.

Party No. 15 M/s. Vinsons has filed a separate statement questioning the legality and maintainability of this reference. They also question the jurisdiction of this reference. They also question the jurisdiction of this Tribunal to entertain this reference. Their stand is that since they do not employ any Watchmen on ships they cannot be considered to be necessary and proper party to this reference. They pray that their name may be deleted from this reference.

On the above averments the points that arise for consideration are :—

1. Whether the Watchmen and Head-Watchmen are dock workers within the meaning of Section 2(b) of the Dock Workers' (Regulation of Employment) Act, 9 of 1948 and if so whether they are entitled to the wages recommended by the Central Wage Board for Port and Dock Workers?
2. If not whether this reference is liable to be rejected?
3. Whether the Watchmen and the Head-Watchmen are entitled to be paid salary on a monthly basis together with Dearness Allowance, House Rent Allowance as per the recommendations of the Central Wage Board for Port and Dock Workers?
4. Whether the Head-watchmen and the Gangway Watchmen should be paid Rs. 20/- per shift more than the other Watchmen?
5. Whether there should be a Head-watchman on every ship, in a Transit Shed or in a Godown?
6. Whether all Watchmen and Head-Watchmen should be given holidays with pay on all days declared as holidays by the Bombay Port Trust for Dock Workers?
7. Whether all Watchmen and Head-Watchmen employed on holidays should be paid at double the normal rates of wages?
8. Whether all the Watchmen and Head-Watchmen should be given one month's leave with pay in a calendar year?
9. Whether the Watchmen and Head-Watchmen should be given four sets of uniform and one pair of shoes per year together with washing allowance?
10. Whether all the Watchmen and Head-Watchmen in question are entitled to annual leave travel concession?
11. Whether the benefits if any of this adjudication should be given retrospective effect from 1-1-1969 or from the date of reference or any other date in between?
12. To what relief?

Point 1 :

The workmen involved in this dispute are Watchmen engaged by the Watchmen-contractors of Shipping Companies or their Agents. The Watchmen Contractors receive some remuneration for every Watchman they engage for their principals. From out of it, by the date of this reference, they were paying Rs. 6 per head to each Watchman and Rs. 7 per head to each Head-Watchman per shift. The balance they kept towards their remuneration. In this case the principals of these Contractors are not examined to prove the exact remuneration they are paying to their Watchmen Contractors for every Watchman and Head Watchmen, engaged on their behalf. Upto June 1970 the Watchmen were being paid Rs. 2 per head per shift. The Transport and Dock Workers' Union raised an industrial dispute with the employers for an upward revision of the wages of Watchmen and Head-watchmen vide Ex. E-4, Charter of demands dated 25-6-1970. As per the settlement Ex. E-5 entered into between the parties before the Conciliation Officer on 30-7-1970 the remuneration of Watchmen was raised from Rs. 2 to Rs. 6 and that of Head-watchmen to Rs. 7 per head per shift. The Transport and Dock Workers' Union issued the notice Ex. E-6 dated 2-3-1974 terminating that settlement. Ex. E-7, a fresh charter of demands was served on the companies giving rise to the present reference. The basis of the claim of the workmen as set out in the written statements of claim is that they are dock workers within the meaning of Section 2(b) of Act. 9 of 1948 and therefore covered by the recommendations of the Central Wage Board for Port and Dock Workers as accepted by the Central Government. The companies contend that the Watchmen do not come within

that definition of Dock Workers. Therefore the recommendations of the Central Wage Board for Port and Dock Workers' cannot be extended to them. In this connection it is necessary to set out Section 2(b) of the Dock Workers' (Regulation of Employment) Act, 9 of 1948 :—

"2 (b)—“dock worker” means a person employed or to be employed in, or in the vicinity of, any port or work in connection with the loading, unloading, movement or storage of cargoes, or work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port;”

It is to be seen whether the work of the Watchmen in question comes within the scope of the above definition. It is not in dispute that they are employed in the port or in its vicinity. The question in controversy is whether they are engaged in work in connection with loading unloading, movement, storage of cargo or work in connection with preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port. On his point there is the evidence of five witnesses for the employers and 3 witnesses for the employees.

EW-2 Shri K. A. Shaikh, Assistant Secretary of the Transport and Dock Workers' Union is practically a witness for the workmen. Shri Khimiji Ranchodji, EW-3, Shri M. B. Nazereth EW-4 and Shri M. Moin Khan EW-5 speak on this question in support of the Employers' case.

EW-3 (Party No. 11) is the General Secretary of the Employers' Association consisting of parties 1 to 7 and 10 to 13 and M/s. Indian Surveyors Pvt. Ltd, which is a party to reference No. CGIT-2/4 of 1975 which is being disposed of along with this reference. He has given evidence not only for himself but on behalf of the other members of his Association. This is the case of an ordinary Watchman rising to the position of a Watchmen contractor. Having been a Watchman himself and now a Watchman Contractor his evidence on the points in dispute is entitled to great weight. According to him the Watchmen are engaged on board the ship and not at the Godowns. They are not posted to guard the cargo in the shed or in the Godown. Their sole duty is said to be to keep a watch over the cargo. They are engaged on Board the ship to keep a watch over the ship including all fittings like gear, wire-rope and cabins of the ship's officers. When the Stevedoring Gang board the vessel or disembark from the vessel they are searched and checked by the Watchmen. The Captain of the Ship orders the Watchmen to go to the Hatch to see that the cases of cargo are not broken open by the Stevedoring workmen. The Watchmen have nothing to do with the work of loading and unloading cargo. In his cross-examination he states that the Watchmen engaged by the Port Trust do not watch the private property of the Exporters and Importers lying in the docks. He denies the suggestion that such property of private parties lying inside the Dock is watched by the Watchmen engaged by the Contractors. He further denies the suggestion that the Cargo of the principals if temporarily unloaded at Bombay Port should be watched by the Watchmen in question. He added that he never asked his watchmen to look after cargo temporarily unloaded by his principals but some other contractors who are also parties to this reference may take up such responsibility by engaging watchmen for that purpose. He further stated that one or two contractors who are parties to this dispute, might engage Watchmen to keep a watch over the Cargo lying in the Docks but he had never done so. He denies the suggestion that the contractors including himself engage watchmen on barges, when the ships unload their cargo thereon. He further stated that no contractor engages watchmen on country crafts, wharves, bunders, Transit Sheds. There might be one or two exceptions to his usual practice. He admits that he engages watchmen to take care of the property lying outside the ship but inside the Dock.

EW-4, Shri M. B. Nazareth, (Party No. 3) aged about 26 years says that he has been doing this Contractors business since 1970. Besides this Contract business he is engaged in working as an Insurance Agent and teaching “effective public speaking” at the Indo-American Society. He engages watchmen only on board the ship and not outside the ship. The Watchmen are engaged to keep a watch over the ship and its cargo while inside the ship. They are not engaged in the work of loading or unloading the cargo. A very significant statement made by this witness is that the watchmen are

‘supposed’ to keep a watch on the cargo during the loading and unloading operation. They are not concerned with the movement of Cargo nor with the preparation of ships for sailing. In his cross-examination he was asked what he meant by saying that the watchmen are not concerned with the movement of cargo. He replied saying that because the watchmen do not physically handle the cargo he would say they were not engaged in the movement of cargo. He does not know what is meant by preparation of ship for sailing.

EW-5 Shri Moin Khan is party No. 14 to this dispute. He does not throw any light on the nature of work done by a watchman.

EW-2 Shri Shaikh is the Assistant Secretary of the Transport and Dock Workers' Union for the past 16 years. In his cross-examination he stated that the watchmen work in the vicinity of the Docks and Port in Bombay for watch and ward purpose, for the purpose of Import and Export of Cargo. According to him the Watchmen are Dock Workers within the meaning of Section 2(b) of Act, 9 of 1948. This witness was examined on behalf of the employers to prove the settlement of the earlier dispute, that arose in 1970 June between the workmen and the companies herein. The workmen taking advantage of the presence of this witness in the box elicited certain information favourable to them. The learned Counsel for the employers during the course of the re-examination of this witness, did not challenge the correctness of the statements made by him during his cross-examination.

WW-1 Shri Dastagir Abdul Maji is the watchman engaged by party No. 2 to this reference M/s. B. M. Nanabhoy and Sons, Bombay. He has been in their service for the past 16 years. He says that he works in the Docks, Ships, Sheds, Hay Bunder, Butcher Island and Launches. He says that he also works outside the Warehouses. He keeps a watch over the general cargo. He has to make a search of the crew members at the Gang-way. No cross-examination is directed on this part of his evidence relating to the duties of the watchmen. In his cross-examination the witness stated that at times Supervisors of the Agent of the Vessel give instructions to place watchmen on duty in the shed also.

WW-2, Mohamed Naikmhan Salam Mohamed Sherif Khan has been working as Watchmen for the past 10 years under M/s. Subratikhan & Sons, party No. 13. He says that there are 65 Watchmen in that company along with him. They work on ships, barges, country crafts, Bunder, Butcher Island, Transit sheds, warehouses inside the docks. They are also required to keep a watch on import and export cargo. They are required to work on sheds, in the gang-ways and also at hatches. In his cross-examination he stated that he watches the cargo both on the Steamer as well as inside the Godown.

WW-3 Shri Kalekhan claims to be Head-Watchman working with M/s. Vinsons Party No. 15. In his cross-examination he stated that when the ship is in the harbour he works on the ship and when the ship leaves the harbour he works in the godown. He also keeps a watch over the cargo lying in the docks.

On the above evidence it has to be seen if the Watchmen in question are employed in or in the vicinity of the port, in connection with the loading, unloading, movement or storage of cargoes, or work in connection with the preparation of ships or other vessels for the receipt or discharge of cargoes or leaving port. The evidence of EWs.3 and 4 clearly shows that the Watchmen are engaged to keep a watch over the cargo while it is being loaded or unloaded. The statement of EW-2 Shri Shaikh and that of WWs. 1 and 2 to this effect has not been seriously questioned. From the evidence of EW-3, the Secretary of the Employers' Association it appears that the workmen are also engaged to keep a watch over the cargo while it is lying in the dock. The Watchmen may not be actually handling the cargo themselves but their work is certainly connected with the loading and unloading operations of cargo because they have to keep a watch over those operations to prevent pilferage of the cargo. Relying on the above evidence I find that the watchmen are dock workers within the meaning of Section 2 (b) of Act, 9 of 1948.

Even so Shri Janadar for the companies submits that the workmen are not entitled to the pay scales recommended by the Central Wage Board for Port and Dock Workers. He invites attention to para. 6.24 of the report of the Central Wage Board for Port and Dock Workers wherein it is stated

that the Watchmen along with certain other categories are not covered by the recommendations made by them. The reason for excluding the live categories mentioned in that para including the watchmen from the report was because of the objection raised by the employers and not because the members of the Board had any doubt on the question whether the Watchmen were Dock Workers within the meaning of Act, 9 of 1948, or no. Reference may be had to para. 7-2-94 (ibid) under the heading "Miscellaneous categories of dock workers" in which the Watchmen are included. At page 217 of that report, they recommended wage scales for the watchmen engaged by M/s. Union Lighterage Company, Dharsi Moolji & Company, Bombay with a note "not dock workers, according to employer members". For the miscellaneous category of Dock workers wage scales are recommended on the same page and this includes the scales of pay for Watchmen and Head-watchmen. Even if the watchmen and Head-watchmen are excluded from the recommendations of the Wage Board on account of the objection raised by the employers still there is no reason why the benefit of the scales of pay recommended by the Wage Board after such extensive and deep study of the problems of the Dock Workers should not be extended to them.

Shri Jamadar further contends that the workmen must be deemed to have waived their right to claim the benefits of the recommendation of the Wage Board for the reason that they did not claim them at the appropriate time, viz, at the time of the earlier dispute in June, 1970. At page 226 of the Report of the Central Wage Board for Port and Dock Workers the names of the members constituting the said Board are given. Shri S. R. Kulkarni was one of the members representing the workers. From EW-2, Shri Shaikh's evidence we get that Shri Kulkarni was the Secretary of the Transport and Dock Workers' Union and also the President of All India Port and Dock Workers' Federation. It is argued that since Shri Kulkarni representing the Dock workers did not press the claim of the Watchmen before the Wage Board no relief can be given by this Tribunal to these Watchmen on the basis of that report. The further argument advanced on behalf of the companies is that by 1970 June, on behalf of the Watchmen, the Transport and Dock Workers Union submitted a charter of demands Ex. E14 and the dispute was settled between the parties amicably as per the settlement dated 30-7-1970 raising the wages of the Watchmen from Rs. 2 to Rs. 6 and that of the Head Watchman to Rs. 7 per shift. By the date of that settlement the report of the Central Wage Board was published in the Gazette and should have been within the knowledge of the Union. Further the Wage Board recommended interim relief on 9-4-1965, which was accepted by the Central Government on 25-4-1965 and published in the Gazette of India, Part I, Sec. 1 on 15-5-1965. The Second interim relief recommended by the Wage Board was accepted by the Central Government vide Gazette of India, Part I, Section 1 dated 29th October, 1966 at page 714. It is argued that in spite of the fact that the Union was aware of the recommendations of the Wage Board by 30-7-1970 in regard to the watchmen still they did not press for payment of wages as per those recommendations. This conduct on the part of the Union is said to amount to waiver of the right available to the workmen under that report. I do not agree with this reasoning. It is submitted by Shri Wagh for the Union that in the year 1970 the Watchmen and the Head-watchmen were not members of the Transport and Dock Workers' Union. Therefore their claims could not have been effectively pressed before the Wage Board. It is further submitted that by the time the Wage Board was constituted the watchmen of M/s. Union Lighterage Company alone were members of their Union and their claims were pressed before the Board. The Wage Board also determined the Wage scales properly payable to these persons. He submitted that it is not correct to say that the workmen's representative abandoned the case of the Watchmen altogether. Regarding the other contention that the workmen should be deemed to have waived their right under the Wage Board's report on account of their conduct in June, 1970, Shri Wagh says that at that time the Watchmen's scale of pay were so low, that they had to take some quick action to obtain immediate relief. For that reason they did not press the benefit available to the watchmen under the Wage Board's recommendations. Even if the Union had by their inadvertence failed to claim the benefits due to the watchmen under the Wage Board's recommendations in the year 1970, still they cannot be now denied that benefit on that account. This plea of estoppel is certainly not available to the management in an industrial dispute.

For the aforesaid reasons point 1 is found against the employers and in favour of the workmen.

Point 2 :

In view of the finding recorded on point 1 this point has to be answered against the companies.

Point 3 :

Under point 1 it is found that the Watchmen and the Head Watchmen are dock workers within the meaning of Act, 9 of 1948 and though the Wage Board has specifically stated that their recommendations were not applicable to the Watchmen still the scales of pay recommended by the Wage Board for this category of workers should be usefully adopted. On behalf of the companies it is urged that these watchmen are casual workmen employed for about 5 to 7 days in a month. They say that there is no element of permanency in their service. During the period they are not on duty under the companies they are said to be free to work elsewhere, and therefore the question of payment of wages on monthly scale, holiday, earned leave and other benefits do not arise. The contention that the watchmen are only casual workers without any element of permanency is not supported by the evidence on record. WW-1, D. A. Majid stated that he has been working under party No. 2 to this dispute (M/s. B. M. Nanabhoy & Sons) for the past 16 years. He says that he gets employment under that company for 25 days in a month. If he has to absent himself from duty he has to obtain the previous permission of his employer. In his cross-examination his statement that he has been working for the past 16 years continuously under M/s. B. M. Nanabhoy and Sons has not been challenged. No witness on behalf of M/s. B. M. Nanabhoy and Sons has been examined to challenge the correctness of the statement made by him. In his cross-examination he further stated that if he had to apply for sick leave he should produce a medical certificate.

WW-2, Mohamed Naimkhan Salam Mohamed Sherif Khan says that he has been working under M/s. Subratikhan and Sons party No. 13 to this dispute for the past 10 years. He says that for about 26 to 30 days in a month he gets employment under this company. Like WW-1 this witness also says that before going on leave he should submit an application for grant of leave in the prescribed form. In the case of this witness also his employer has not been examined to challenge the correctness of his statement. In his cross-examination the statement that he has been working for the past 10 years continuously for M/s. Subratikhan and Sons is not questioned. It is not even suggested to him that he could absent himself from duty as and when he pleased without having got to apply for leave.

WW-3, Shri Kalekhan says that he has been working as a watchman for the past 25 years with M/s. Vinsons (Party No. 15). In the cross-examination of this witness his claim that he has been working for M/s. Vinsons for the past 25 years has not been questioned though they say that this witness was never their employee but only their watchman contractor.

EW-3 Shri Khimji Ranchodji, Secretary of the companies Association and also party to this dispute stated that no Watchman works for him for more than 4 years. According to him most of them do not care to work for more than one year. When he was asked as to why he was not giving earned leave, casual leave or sick leave to the watchmen he stated that he could not afford to give such facilities. It is not his case that because the watchmen were casual employees such benefits were not extended to them. He admits that he pays bonus to his Watchmen.

EW-4, Mr. M. B. Nazareth, stated that the 4 watchmen he is now employing have been with him in this business from the days of his grand-father. This will give an idea of the permanency of service of these watchmen.

EW-5, Moin Khan stated that his 3 Watchmen have been working with him since 1972.

On the above evidence the case of the employers that the work of these watchmen is of a highly casual nature cannot be accepted. The 3 most prosperous employers according to FW-3 viz., M/s. Menlyn & Co., M/s. Subratikhan & Sons and M/s. B. M. Nanabhoy & Sons (Parties to this dispute) did not care to lead any evidence on their behalf.

Regarding the number of days each watchmen gets employment, there is the evidence of EW-3 and 4 and that of the workmen WWs-1 and 2. EW-3 has stated that the Watchmen work in 3 shifts daily and that each watchman gets work or 25 shifts per month. The number of shifts each workman works is indicated in the Muster-roll Ex. E-8 produced by him. The Muster-roll for January, 1974 shows that no watchmen of his had worked for more than one shift on any given day. It further shows that 5 out of the 16 watchmen get employment for 25 shifts at the rate of one shift per day for the month of January, 1974 and 8 Watchmen work for 20 shifts or more per month at the rate of one shift per day.

EW-4, Mr. M. B. Nazereth, stated that each Watchman gets work for 25 to 30 shifts in a month. He has not produced his Attendance Register to show if the number of shifts is calculated at the rate of one shift per day or otherwise.

On the side of the workmen WWs 1 and 2 have stated that they get employment for 25 to 30 days in month and there is no cross-examination of these witnesses on that point. As already stated the most prosperous 3 concerns in this line of business have not chosen to lead any evidence on this point.

On the above evidence it has to be held that the Watchmen get employment for 25 to 30 days in a month on an average every month. This also indicates that the work of the watchman is not of a casual nature as contended by the companies.

It is to be next considered under this issue to what pay, Dearness Allowance, House Rent Allowance, City Compensatory Allowance are the workmen entitled? As already stated the scales of pay recommended by the Central Wage Board for Port and Dock Workers for Watchmen and Head-watchmen can be usefully adopted and on that basis the Watchmen be paid salaries on a monthly basis instead of at a daily rate. The Central Wage Board at page 217 of its report recommended a scale of Rs. 100-2-130 for the Watchmen and at page 218 the scale of Rs. 115-3-136-4-160 in the case of Head-Watchmen (for Head-Watchmen in Bombay). On this salary they should get Dearness Allowance, House Rent Allowance and City Compensatory Allowance, at the rates recommended by the said Wage Board. Shri Wagh and Shri Shetye for the workmen urged that if the scales recommended by the Central Wage Board in its report of the year 1969 are to be accepted and given effect to in this award retrospective effect should be given to this award from 1-1-1969 or at least from the date of this reference viz., 26-12-1974. Shri Jamadar for the Companies requests that retrospective effect may not be given to this Award for the reason that it will be very difficult for the companies to claim reimbursement from their principals for the excess amount payable. It is then argued on behalf of the workmen that the pay of the Watchmen and the Head Watchmen may be fixed as per the recommendations of the Wage Board of the year 1969 as modified by the Wage Revision Committee. The stand taken by the Unions on behalf of the workmen appears to be reasonable. I therefore hold that the Watchmen and the Head Watchmen should be given wages in the scale of Rs. 100-2-130 and the Rs. 115-3-136-4-160 per month respectively besides other allowances as recommended by the Central Wage Board and as subsequently modified by the Wage Revision Committee.

Shri Jamadar for the employers submits that the companies will not be in a position to bear this extra financial burden. It is argued on behalf of the workmen that the companies herein are mere contractors and they do not pay the wages of these Watchmen from out of their pocket. They collect some amount per each Watchman and Head-watchman from the Shipping Companies or their agents and pay something less than the amount collected to the workmen keeping the balance towards their commission. When each Watchman was paid Rs. 2 till June, 1970 according to EW-3 the principals were paying a sum of Rs. 3 per Watchman. When in terms of the Settlement Ex. E-5 dated 30-7-1970 the wages of Watchmen were enhanced to Rs. 6 and that of the Head-watchmen to Rs. 7. EW-3 says that the companies began to collect Rs. 10 per Watchman and Head Watchman retaining the balance towards their commission. It is argued for the workmen that if this Tribunal further enhances the wage scale of these workmen shipping companies or their agents who are quite capable of bearing the extra burden will certainly raise the amount they are paying to the companies herein. There is considerable force in this argument advanced on behalf of the workmen. It may also be seen that the 3 or 5 of the most prosperous companies in this line of business who are parties to this dispute did not care to lead evidence in support of

their plea that they cannot bear the extra financial burden. From this attitude of theirs also, it may be inferred that they have the necessary capacity to pay the enhanced wages. The smallest of the companies like those of EWs-3 to 5 have come forward to plead their inability. If the smaller contractors are unable to bear the extra burden they may have to close down their business. The wage scales that are recommended for the Watchmen and the Head Watchmen by the Central Wage Board are the minimum wages, which any employer has to pay. As submitted by Shri Wagh the Shipping Companies and their Agents will certainly raise this amount payable for these Watchmen to enable the companies to bear the extra financial burden and at the same time help them keep a margin for themselves. No witness from the Shipping Companies or their Agents has been examined to say that if the remuneration of the Watchmen and Head Watchmen is to be raised they will not pay the extra amount to their contractors. The apprehension of the witnesses EWs-3 to 5 that in the event of the wage scales of the workmen in question are to be raised they may have to wind up their business appears to be more imaginary than real. The above scales of pay fixed for Watchmen and Head-watchmen do not include Stream allowance and such other allowances as are usually paid besides their regular wages.

Point 3 answered accordingly for the workmen.

Point 4 :

Admittedly the Head Watchman receives Re. 1 more than the ordinary Watchman. In the statement of claim the Head-Watchman claims Rs. 2 per head per shift instead of the existing rate of Re. 1. As higher scale of pay is fixed for the Head-Watchman this question of payment of extra remuneration to him for every shift does not arise.

Point 4 answered accordingly.

Point 5 :

In their statement of claim it is stated that at least one Head-Watchman should be employed on every ship in transit shed and in Godown. They say that not all the companies are engaging Head Watchman. They say that they have raised this demand to regularise the practice of engaging Head-Watchmen and compel the employers who are not now engaging a Head-Watchman to fall in line. The companies in their statement stated that this demand for engaging a Head-Watchman on every ship cannot be acceded to since their employment is not in their hands but in the hands of the principals.

EW-3, Shri Khimji Ranchodji has stated that for every 4 Watchmen engaged on a ship there will be one Head-Watchman. He further stated that the maximum number of watchmen that may be engaged on a ship is 3 and the minimum is one. EW-4 does not speak about this aspect of the case nor EW-5. On behalf of the workmen WWs-1 and 2 did not speak to the practice that is now prevailing regarding the engagement of Headwatchmen. In the circumstances the evidence of EW-3 has to be accepted. On the basis of that I hold that for every 4 Watchmen one Head Watchman should be engaged.

Point 5 found accordingly.

Point 6 :

In the statement of claim of the workmen it is stated that all the Watchmen and the Head Watchmen should be given holidays with pay on all days declared by the Bombay Port Trust as holidays for Dock workers. They say that at present the Watchmen and the Head-Watchmen are not entitled to claim wages for these holidays while all other dock workers enjoy this facility. The companies in their written statement say that since the employment of the watchmen is of a casual nature the grant of paid holidays to them does not arise. During the discussion on point 3 it is held that the watchmen are not engaged on casual basis, but on a fairly permanent basis. So this contention of the companies in their written statement that the employment of Watchmen is essentially of a casual nature and therefore the question of grant of paid holidays to them does not arise cannot be accepted. In the course of his evidence EW3 the Secretary of the Companies Association has stated that the companies do not give their Watchmen the facilities of earned leave, sick leave or casual leave because they cannot afford to do so. The other employers' witnesses have not adverted to this matter in the

course of their evidence. On behalf of the workers it is argued that justice requires that the Watchmen should be given paid holidays on the same footing as other persons working in the Docks. They say that the conditions of service of all the Dock Workers working side by side should be the same. It is represented that at present in every year 13 holidays besides Sundays are declared by the Bombay Port Trust for their employees. I see no reason why the same benefit of paid holidays should not be extended to the workmen in question also.

Point 6 accordingly answered for the workmen.

Point 7 :

The Unions on behalf of the Watchmen say that if any Watchman is employed on any holiday he should be paid double the normal wages. The ships that come to the harbour for loading or unloading operations have to be attended to without any delay. It follows that men have to work on all days, whether they be working days or holidays. It is said that the Bombay Port Trust declares 13 days in a year as paid holidays for its workmen, besides all Sundays. The question is whether the Watchmen should be paid double the normal wages on all the holidays, if there is work to do. So far as Sundays (i.e. weekly rest day) are concerned it is but fair that the Watchmen should be paid double the wages, if they have to forego their weekly rest-day. Similarly the first of May which is said to be one of the 13 days declared as holidays for the Dock workers, the workmen herein would like to participate in the workers' rallies, conducted by the Trade Unions. If the Watchmen are called upon to work on that day they should be paid double the normal wages. The same thing holds good with regard to the Independence day and Republic day (15-8- and 26-1 of every year respectively). It has to be seen if the Watchmen should be paid double the wages on the other dock holidays, if they are called upon to work on those days. For instance, it is not necessary that a Hindu or a Muslim should observe Christmas or that a Christian or a Muslim should observe Dassera or Dipawali. I feel that only when a Watchman is asked to work on a holiday, which happens to be a day of festival or has some significance according to his religious persuasion should be entitled to payment of double the normal wages.

I therefore find on point 7 that work if taken on Sundays, Independence day, Republic Day and May day (i.e. First of May) should be paid at double the normal rate of wages. If work is taken on days which are declared as festival holidays wages should be paid at double the normal wages on a Sectional basis.

Point 8 :

The workmen demand one month's earned leave for every year of service. The companies say that they cannot afford to meet this commitment. Till now the Watchmen are not being given any leave whatsoever, not even casual leave or sick leave. The demand for grant of earned leave appears to be justified. The workers have not asked for casual leave or sick leave separately. Shri Jamadar for the companies submits that out of this 30 days earned leave asked for, a portion of it may be given as casual leave, another portion as sick leave and the balance as earned leave. I feel that casual leave of 5 days, and sick leave of 4 days in a year may be granted. So far as sick leave is concerned it can be accumulated indefinitely. The casual leave if not availed of in a year, will lapse at the conclusion of that year. The balance of 21 days may be called earned leave. It can be accumulated upto 3 years.

Point 8 found accordingly.

Point 9 :

At present the Watchmen are being supplied 2 sets of uniform consisting of a pair of trousers and a bush-shirt with half-sleeves. No foot-wear is supplied along with the uniform. While the Watchmen say that 2 sets of uniform will not last through the year, the employers say that they are quite sufficient. The Watchmen say that a pair of leather shoes should be supplied to them every year to add to their smartness and also give protection to their feet as they have to watch loading and unloading of chemicals and explosives. I feel that a pair of leather shoes should form part of the uniform and it should be supplied by the employers. I further hold that 2 pairs of uniform per year should suffice, if they are carefully worn only white on duty.

The Watchmen claim washing allowance for their uniforms. On behalf of the companies it is argued that since this washing allowance does not find a place in the Charter of demands Ex. E-7 the workmen are not entitled to this relief. This claim also does not form part of the points of dispute referred to this Tribunal, under the reference in question. It is sought to be argued on behalf of the workmen that washing allowance comes under the head of provision of uniform and therefore it is open to this Tribunal to consider that question also. I do not agree.

On point 9 I find that there is no need to supply more than 2 sets of uniform per year. I further find that along with the uniform a pair of leather shoes should be supplied to the Watchmen, every year. The claim for washing allowance is rejected.

Point 10 :

On behalf of the Watchmen it is said that the Watchmen come from different regions of the country and unless the employers help them they cannot afford to go periodically to their villages to see their kith and kin or to keep themselves in touch with the village. It is said that a change of environment once a year, will refresh a workman and also improve his general standard of health. It is also said that since leave travel concession is not asked for, for their entire family but only for the individual workman, the demand may be considered favourably. On behalf of the employers it is submitted that they cannot afford to pay for this amenity. I feel that leave Travel Concession to each individual employee (and not for his entire family) may be granted once in three years.

Point 10 found accordingly.

Point 11 :

This aspect of the case if already dealt with under point 5. As the companies express their inability to pay the revised rates of wages with retrospective effect, this prayer of the Watchmen is not granted. To compensate the workmen for the loss suffered by them on this account, they are being given wages at a scale higher than they have actually claimed. In the statement of claim, the Watchmen prayed for grant of wages at the rates recommended by the Central Wage Board in its report of the year 1969. After the date of reference, the recommendations of the Wage Revision Committee have been accepted by the Central Government as a result of which higher scales of pay are being paid to the dock workers. Shri Shetye and Shri Wagh have urged that the benefit of the higher wage scale may be given to the workmen herein. I agree. The benefit of this award should be given from 15-8-1977.

Point 11 found accordingly.

Before concluding one more matter remains to be considered. Party No. 15 (M/s. Vinsons) filed a written statement stating that they do not employ any Watchmen on ships and therefore are improperly impleaded as a party to this reference. **Shri Shetye for the workmen disputes the truth of this contention.** Kalekhan (WW-3) says that he has been working as a Watchman and Head Watchman under M/s. Vinsons for the past 25 years. In support of that he has filed 2 brass buckles issued by M/s. Vinsons (Ex. W-18 and W-19), bearing the following legend :

Ex. W-18

"VINSONS

Stevedores Dubashes & Contractors

Clearing Shipping & Travel Agents

WATCHMAN NO. 150"

"VINSONS

Ex. W-19

Stevedores Dubashes & Contractors

Clearing Shipping & Travel Agents

KALEKHAN HEAD WATCHMAN
No. 1"

EW-1 Shri Vazirani, one of the partners of M/s. Vinsons admits having issued the buckle Ex. W-18 bearing No. 150 and not the other Ex. W-19. The Buckle Ex. W-18 probablis the contention of WW-3. I believe WW-3 when he says that the buckle W-19 was also issued by M/s. Vinsons. In

the certificates issued by M/s. Vinsons Ex's W-2 to W-4, WW-3 is described as their Watchman. Ex's W-14 to W-16 are letters addressed by M/s. Vinsons to the Inspector of Police, Yellow Gate Police Station requesting him to issue temporary passes to their Watchmen. On behalf of M/s. Vinsons, Ex. E-9 consisting of 11 receipts passed in their favour is filed for the purpose of showing that they were not engaging any Watchmen. These receipts significantly come into existence after this dispute is referred to this Tribunal for adjudication. Exhibits E-9(1), (2), (3), (4), (6), (7) and (10) are the receipts passed by WW-3 in favour of M/s. Vinsons. The receipts show the amount received by WW-3 for the Watchmen engaged. In each of these the number of Watchmen and Head Watchmen engaged is given. On the basis of these receipts it is sought to be argued that WW-3 is a Watchmen Contractor of M/s. Vinsons. Admittedly (EW-1 admits) M/s. Vinsons are Watchmen Contractors. Why they should engage another such contractor is not clear. Again the receipts Ex. E-9 series show the payment of Rs. 7 per shift to Head Watchman and Rs. 6 per shift to the ordinary Watchmen, which are the actual prevailing rates of wages for this category of workmen by the respective dates on which the above receipts were passed. If WW-3 was a Contractor, in his own right one would expect him to collect something over and above the actual wages towards his commission. EW-1 or his representative does not say anything on this aspect. Further admittedly the entire amount on account of Watchmen is collected by M/s. Vinsons from their principals and only the actual wages are paid to this Watchman. The balance is obviously being retained by M/s. Vinsons.

For the aforesaid reasons I hold that M/s. Vinsons are Watchmen Contractors and WW-3 is the 'Head Watchman' in their employ.

Point 12 :

In the result the points referred to this Tribunal for adjudication are answered as below :—

1. (a) The Watchmen and the Head Watchmen should be paid wages, Dearness Allowance, House Rent Allowance and City Compensatory Allowance as per the recommendations of the Central Wage Board for Port and Dock Workers (vide pages 217 and 218 of the Report of the Central Wage Board for Port and Dock Workers) as liberalised by the Wage Revision Committee. In the case of persons who are already in service, they should be given weightage at the rate of one increment for every five years of completed service. This is without prejudice to the claim of stream allowance and such other allowances, the Watchmen are entitled to at present, besides pay.
- (b) Since the Head Watchmen are being given a higher scale of pay, the question of payment of Rs. 2 more per shift to them does not arise.
- (c) For every 4 Watchmen, one Head Watchman should be employed on every ship, transit shed and in a godown.
2. (a) All Watchmen and Head Watchmen should be given holidays with pay on all days declared as holidays by the Bombay Port Trust for the Dock Workers.
- (b) The Watchmen and Head Watchmen employed on all Sundays, on Independence Day, Republic day and May day should be paid double the normal rates of wages. In the case of other days declared as holidays on the basis of religion, according to the religious persuasion of each Watchman or Head Watchman double the normal wages should be paid, if they are called upon to work on those days.
3. All Watchmen and Head Watchmen should be given 5 days casual leave during every calendar year on full pay which cannot be accumulated.
4. days on full pay in a year as sick leave which can be accumulated indefinitely.
- 21 days of earned leave which can be accumulated upto three years.

4. All Watchmen and Headwatchmen should be given every year 2 sets of uniform consisting of one pair of trousers and one half-sleeved bush shirt and one pair of leather shoes.

5. All the Watchmen and Head-Watchmen (and not their families) should be paid once in every 3 years an amount equal to the bus or II class Railway fare for travel between Bombay and their respective native places and back.

BEFORE THE CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL NO. 2, AT BOMBAY

Ref : (CGIT-2) No. 21 of 1974

BETWEEN

Messrs. Moosa Service Company
65 P. D. Mello Road, Bombay 9

AND

1. National Dock & General Workers' Union
2. Transport & Dock Workers' Union.

MAY IT PLEASE THE HON'BLE TRIBUNAL

1. That the Employers agree to pay Bonus at the rate of 8-1/3 per cent of the total emoluments of the workmen (watchmen) for the years 1969-70, 1970-71.

2. That the said payments will be made within three months from the date of award.

Dated this 15th day of July 1980.

Sd./-

Advocate for Employers.

Sd/-

Advocate for National Dock & General Workers' Union

Sd/-

Advocate for Transport and Dock Workers' Union.

P. RAMAKRISHNA, Presiding Officer,

[No L-31011/4/72-P&D/CMT/D.IV(A)]

NAND LAL, Desk Officer.

New Delhi, the 12th August, 1980

S.O. 2159.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Industrial Tribunal, Bhubaneswar in the industrial dispute between the employers in relation to the management of Boula Chromite Mines of M/s. Ferro Alloys Corporation Limited, P. O. Dhanurjyapur, District Keonjhar, Orissa and their workmen, which was received by the Central Government on the 26th July, 1980.

INDUSTRIAL TRIBUNAL, ORISSA, BHUBANESWAR

Industrial Dispute Case No. 8 (Central) of 1977

BETWEEN

The employers in relation to the management of Boula Chromite Mines, i.e., M/s. Ferro Alloys Corporation Ltd. ... First-party

AND

Their workmen

Second-Party

APPEARANCES :

Shri S. C. Pattnaik, Assistant Public Relation Officer. M/s. Ferro Alloys Corporation Ltd. For the first-party

Shri P. C. Gharai, President, Boula Chromite Mines Workers' Union. For the second-party

AWARD

In exercise of the powers conferred by Section 7-A and Clause (d) of Sub-section (1) of Section 10 of the Industrial Disputes Act, 1947, the Government of India, Ministry of Labour, have referred the following dispute to this Tribunal for adjudication vide their Order No. L-29011/29/77-D.III.B. dated 4-10-1977 :

"Whether the demand of the workmen of Boula Chromite Mines of M/s. Ferro Alloys Corporation Ltd., P. O. Dhanurjoypur, Distt : Keonjhar, Orissa, for revision of piece rate wages in respect of all categories of workers is justified ? If so, to what relief the workmen are entitled and from what date ?"

2. On 10-7-1980, the representatives of both the sides appeared before this Tribunal and filed a petition along with an agreement stating that they had settled the dispute under reference amicably and they prayed to pass an Award in terms of the settlement. Both the parties admitted the terms of the settlement and stated that they entered into the settlement without any coercion or duress in the interests of industrial peace and harmony.

3. Hence I pass this Award in terms of the settlement and the agreement filed by the parties in this case do form part of the Award.

Dated : 21st July, 1980

M. V. GANGARAJU, Presiding Officer,
Industrial Tribunal, Bhubaneswar.

Form H.
(See Rules 58)

Name of the parties

Representing Employer :

Shri R. D. Agarwal

Representing Workmen :

Shri P. C. Gharai and others

Made part of the Award

S/d- M. V. Gangaraju

21-7-80

Presiding Officer.

Industrial Tribunal.

This agreement made on 10th April, 1980 at Bhadrak between M/s. Ferro Alloys Corporation Ltd., hereinafter called the Management and Boula Chromite Mines Workers' Union, Regd. No. 952, P. O. Dhanurjoypur, Dist. Keonjhar, hereinafter called the Union on the following terms and conditions. On behalf of Boula Chromite Mines Workers' Union the following representatives were present who are the parties of this agreement on behalf of workers of Boula Chromite Mines.

- | | |
|----------------------------|------------------|
| 1. Shri P. C. Gharai | —President |
| 2. Shri Gopal Ch. Giri | —Secretary |
| 3. Shri Bhagbat Patra | —Joint Secretary |
| 4. Shri Chakradhar Behera | |
| 5. Shri Jagat Giri | |
| 6. Shri Pranabandhu Nayak | |
| 7. Shri Kshetra Vasi Patra | |

On behalf of the Management Shri R. D. Agarwal, Agent and Superintendent of Mines, is the party signing the agreement.

Terms and conditions of the agreement :

The Management have agreed to revise the wages of piece rated workers engaged at Boula Chromite Mines by the management under their direct control as follows with effect from 31st March, 1980 :

560 GI/80—7.

Existing rates

Enhanced rates

- | | |
|----------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------|
| (i) Earth, cutting —Rs. 5/- (Rupees five) only per Cu. Mtr. with free lead and lift upto 50 Mtrs. | Rs. 5.50 (Rupees five and paise fifty) only per Cu. Mtr. with free lead and Lift upto 50 Mtrs. |
| (ii) Lead and Lift—Rs. 0.15 p (Fifteen paise) only per Cu. Mtrs. for every 5 Mtrs. beyond 50 Mtrs. | Rs. 0.20 p (Twenty paise) only per Cu. Mtr. for every 5 Mtrs. Beyond 50 Mtrs. |
| (iii) Ore raising per box of 25 Cft.—Rs. 14/- (Rupees fourteen) only per box for Low Grade. | Rs. 15/- (Rupees fifteen) only per box of 25 Cft. for Low Grade |
| (iv) Ore raising per box of 25 Cft.—Rs. 15/- (Rupees fifteen) only per box for High Grade. | Rs. 16/- (Rupees sixteen) only per box of 25 Cft. for High Grade. |

That the above rates shall be binding till December, 1981.

The Management and Union have agreed that the Concentrate Women workers presently 194 will be divided into three groups as follows :

- (i) The Concentrate women workers working earlier as daily rated workers will be taken into daily rated workers group which is approximately fifteen.
- (ii) (a) The women workers who were earlier working in the pits with piece rated miners will be sent to work as piece rated miners.
- (ii)(b) Out of the remaining hundred workers 40/50 workers will be sent to work in the pits as piece rated miners.
- (iii) Approximately hundred women workers will continue to work as Concentrate piece rated workers on the existing rate.

That the male and female workers who are working under the direct control of the management would be provided shoes and chappals respectively. It is also to be implemented that the workers must come to the mines site wearing shoes and chappals and helmets provided by the Management.

That the Union authorised the Management to collect Rs. 0.50 p. (fifty paise) only per head as donation for their union activities from the piece rated workers at the payment counter on weekly pay day. In addition to piece rated workers if daily rated workers are willing to pay the above donation the same will also be collected from them by the management from the payment counter on receipt of their approval in writing.

The money collected shall be kept with the Accountant of the Management and will be handed over every month to the President of the Union or his authorised representative. Collections shall not be made by anybody on behalf of the Union except this collection of Rs. 0.50 p. per head per week. Collection made by anybody will be treated as illegal and suitable action will be taken against those who will indulge in those activities by the Management as well as by Union. That the workers will maintain visible witness pillars in each and every working pit for proper measurement. If the workers do not maintain proper witness pillars then they will be liable for disciplinary action. In no case false measurement shall be allowed. The Union undertakes that no workmen will be allowed to ask for false measurement.

That the Management agrees to accord the recognition of the Boula Chromite Mines Workers' Union Regd. No. 952.

That the workers will come in time for their duties and shall remain in the pit till the end of the working time as per the working schedule fixed by the Mines Manager. Workers sitting in the rest shed during working time would be subject to disciplinary action. The Union will not help those workers who are indulged in violent activities in any manner whatsoever.

That the Union hereby declare to withdraw the case filed against the Management in the Industrial Tribunal, Bhubaneswar in connection with the wage increase. The I. D. Case No. 8 of 1977 shall be treated as withdrawn henceforth.

Copies of all agreements or any other documents/papers required to withdraw the case will be submitted by the Management and the Union to the Court.

That the disabled and over-aged persons will be medically examined and if found unfit they will be removed from the work. At the time of recruitment the Management would give preference to the son/daughter of such persons.

That the piece rated gang will remain of four workers or more as per the direction of the Mines Manager.

That if there is any increase in the basic wages by the Central Government/State Government during the tenure of this agreement the same will not be applicable and payable because of the present increase in the wages of this category of workers who falls under this increment.

That there will be a monthly meeting of Union's representatives nominated by the President of the Union with the Manager to discuss and sort out the problems arising out of day-to-day working. The day-to-day problems, if there is any, would be discussed by the representatives nominated by the President of the Union through Labour Welfare Office of the Company only.

That the agreement entered between the Management and the Union is only to improve the industrial relation between the Management and their workers. Both the parties of the agreement shall try sincerely to improve the peaceful working in the Mines and the problems shall be sorted out in a peaceful and legal manner.

In witness thereof the parties aforementioned have signed the agreement.

Witnessed by :

for Ferro Alloys Corporation Ltd.,
Sd/- Ramdas Agarwal
Agent and Superintendent of Mines.

Sd/- M. R. Singhania
Sd/- Sri. Gopal Krishna Giri
Sd/- Sri. Bhagabat Parta
Sd/- Sri. Chakradhar Behera
Sd/- Sri. Jagat Giri
Sd/- Pranabanduh Nayak
Sd/- Kshetravasi Patra

for Boula Chromite Mines Workers' Union
Sd/- P. C. Gharai,
President

[No. L-29011/29/77AD.II.B]

S.O. 2160.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi in the industrial dispute between the employers in relation to the management of M/s. Roopnarain Pandey, Mine Owners, D-28, Shantipath, Tilak Nagar, Jaipur and their workmen, which was received by the Central Government on the 26th July, 1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVERNMENT INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI

I. D. No. 63 of 1979

In re :

The President,

Pathar Khan Mazdoor Sangh,
B/3-97, Near New Railway Colony,
Kota-2 (324002), Rajasthan,
Western Railway

... Petitioner

Versus

M/s. Roopnarain Pandey,

Mine Owners,

D-28, Shantipath, Tilaknagar,
Jaipur.

... Respondent

AWARD

The Central Government as appropriate Government vide its order No. L-29011/49/79-D. III dated the November, 1979 referred an Industrial Disputes u/s 10 of the I. D. Act, 1947 to this Tribunal in the following terms :

'Whether the following demands of the workmen employed in the mines of M/s. Roopnarayan Pandey D-28, Shantipath, Tilak Nagar, Jaipur are justified? If so, to what relief the workman are entitled :

(a) All workmen should be paid the following rates of wages per day with effect from 1-1-79 :

(i) Unskilled workers .. Rs. 6.25 per day;

(ii) Semi-skilled workers .. Rs. 7.50 per day;

(iii) Skilled workers .. Rs. 10/- per day.

(b) All workmen should be paid Rs. 10 per month as attendance allowance provided they have worked for 22 days in the month.

(c) Workers should be allowed 10 national and festival holidays during the year including the holidays on 26th January (Republic day), 15th August (Independence Day) and 2nd October (Mahatma Gandhi Birthday).'

2. Upon receipt of the reference it was ordered to be registered and notices were issued to the parties. In pursuance of the notice a statement of claim was filed on behalf of the workman and in reply to which a written statement was also filed by the Management but before any further proceedings could take place workman side absented and as such ex parte proceedings were ordered against the workmen side. Ex parte evidence has been recorded which consists of statement of Shri Puroshotam as M.W. 1. I have gone through the pleadings and also ex parte evidence and I have come to the following findings.

3. From the perusal of statement of claim it appears that the contention of the workman is that a demand notice was served upon the respondent on 4-1-1978 but the respondent did not reply thereto. Whereupon the matter was taken up in conciliation on 8th March, 1979 but the Management did not take part in conciliation proceedings and in consequence this reference was made; that the workmen are entitled to rates of wages in accordance with the order of reference; that they also entitled to Rs. 10 per month as attendance allowance on having worked for 22 days in a month and that they also are entitled to 10 holidays as referred to in para 8 of the statement of claim.

4. In reply it is stated by the Management that the Pathar Khan Mazdoor Sangh is not the union of the workers working in the mines of the respondent; that no demand notice was received and no worker of the respondent had ever raised any demand; that even otherwise notice of demand by the Pathar Khan Mazdoor Sangh is illegal and incompetent; that the conciliation proceedings similarly were not legal as the dispute had not been raised by proper persons; that the workmen are being paid at the prescribed minimum rates of wages for such relative category of workers; that there is no case for revision of prescribed rates of minimum wages; that the workmen are being allowed national and religious holidays and there was no question of any fresh directions in this behalf; that no dispute exists between the workman of this mine and the Management thereof and as such the reference is incompetent and hence it is prayed that it be dismissed.

5. It would be appropriate to re-produce the statement of M.W. 1 verbatim. It reads as under :

'No member of our staff is a member of the Pathar Khan Mazdoor Sangh, Kota. There is no union of our workers. No notice of demand was ever raised from the workmen side by us. All the work-

men are being paid in accordance with the scheduled rates prescribed under the minimum wages Act by the appropriate Government in the year 1976-77 and the circumstances have more or less continued to remain the same. Since then workmen being no revision of the pay scales of minimum wages. The workmen are given 10 minimum holidays on account of national holidays and festivals. The workmen are not entitled to any relief in this reference.'

6. It is categorically stated by this witness that no member of their staff was a member of the Pathar Khan Mazdoor Sangh, Kota and there was no union of their workers. In the face thereof and in the absence of any evidence to the contrary it cannot be said that the Pathar Khan Mazdoor Sangh was competent to serve any demand notice upon the Management. Similarly it cannot be said that any Industrial Dispute had come into being in the instant case in as much as no notice of demand had been raised by a competent union on behalf of the workman upon the respondent. In fact it has been stated on oath by Shri Purushotam that no notice of demand was ever served by the union upon the Management. It is therefore follow that no Industrial Dispute came into being in the instant case and hence the reference itself would be in-competent. Once it is held that the reference is in-competent it follows that the workmen are not entitled to any relief what-so-ever in this matter. Even otherwise it is categorically stated by M.W.1, Shri Purushotam that all the workmen are being paid in accordance with the scheduled rates prescribed under the Minimum Wages Act, by the appropriate Govt. and that the minimum wages were fixed by the appropriate Govt. in the year 1976-77. That being the position and in so far as it is also stated by M.W.1 that the circumstances have more or less continued to remain the same I hold that no case has been made out for revision of the minimum wages of wages fixed by the appropriate Govt. in this reference and that the workmen are not required to be paid at any rate different than the prescribed minimum rates of wages. It is also stated that already 10 minimum holidays on account of national holidays and festivals are given to the workmen it would therefore follow that there were no cause for demand on this score either. Keeping in view my discussions above, I hold that the workmen are not entitled to any relief in this reference and accordingly it is awarded that the demands of the workmen employed in the mines of M/s. Roop Narain Pandey, Tilak Nagar, Jaipur are not justified and that the workmen are not entitled to any relief and that the reference is in-competent. I however leave the parties to bear their own costs.

Dated : the 17th July, 1980

MAHESH CHANDRA, Presiding Officer

[No. L-29011/49/79-D.III.B]

S.O. 2161.—In pursuance of section 17 of the Industrial Disputes Act, 1947 (14 of 1947), the Central Government hereby publishes the following award of the Central Government Industrial Tribunal-cum-Labour Court, New Delhi in the industrial dispute between the employers in relation

to the management of Shri Govind Stone Company, Kunhari, Kota and Shri Kanaiyalal Ghatiwala, Mine Owner, Kota and their workmen, which was received by the Central Government on the 26th July, 1980.

BEFORE SHRI MAHESH CHANDRA, PRESIDING OFFICER, CENTRAL GOVT. INDUSTRIAL TRIBUNAL-CUM-LABOUR COURT, NEW DELHI.

I. D. No. 7 of 1980

In re :

The President, Pathar Khan Mazdoor Sangh, Neer, New Railway Colony, Kota, Rajasthan ...Petitioner

Versus

Shri Govind Stone Company, Kunhari, Kota, Rajasthan,Respondent.

AWARD :

The Central Govt. as appropriate Govt. vide its order No. L-29012/13/79-D.III(B) dated the 7th February, 1980 referred an Industrial Dispute u/s 10 of the I.D. Act, 1947 to this Tribunal in the following terms :

Whether the action of the management of Shri Govind Stone Company, Kunhari, Kota and Shri Kanaiyalal Ghatiwala Mine Owner, Kota in terminating the services of Shri Brij Kishore Sharma, a Bulldozer Driver, with effect from 9-3-1979 and also in not making the payment of dues to him is justified ? If not, to what relief the workman is entitled ?

2. Upon receipt of the reference it was ordered to be registered and usual notices were issued to the parties and a statement of claim was filed on behalf of the workman. Thereafter a written statement was filed by the Management. However the workman side has not appeared even once after the case was registered. Even statement of claim was sent by dak. Having waited long enough I was constrained to proceed ex-parte against the workman side and evidence of the Management was recorded.

3. I have gone through the statement of claim and the written statement and have also gone through the ex-parte evidence which consists of statement of M.W. 1 Shri S. S. Arora and Ex. M-1 and Ex. M-2 and from the perusal of the said statement I find that the workman had settled his claim with M/s. Govind Stone Company, Kota and passed out a receipt copy Ex. M-2, in full and final settlement thereof and in view thereof it cannot be said that the services of the workman were terminated by the Management and consequently it would follow that the workman is not entitled to any relief what-so-ever in this petition. Accordingly it is awarded that the services of the workman Shri Brij Kishore Sharma were never terminated by the Management and that he is not entitled to any relief what-so-ever in this reference. Parties are however left to bear their own costs.

18th July, 1980

MAHESH CHANDRA, Presiding Officer

[No. L-29012/13/79 D. III. B]

A. K. ROY, Under Secy.

